



**LETTER OF RESPONSE (LOR) INSTRUCTIONS AND
SUBMITTAL DOCUMENTS**

FOR

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

THEA No. O-02620

Dated: December 3, 2020

RESPONSIBLE DEPARTMENT

Judith Villegas
Engineering Project Manager
Expressway Operations

PROCUREMENT DEPARTMENT

Man Le
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740, Extension 135
Email: Man.Le@tampa-xway.com

Note: This document is constructed in four (4) sections. Section A contains the general information and general conditions the Respondent needs to prepare a Response. Section B contains project specific information and specific response requirements. Section C contains forms required to be submitted as part of the Response Package. Section D contains attachments incorporated into the LOR for general information and reference.

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**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ADVERTISEMENT

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
LETTER OF RESPONSE ~ No. O-02620
Construction Engineering and Inspection (CEI) Services for the
East Selmon Expressway Slip Ramps Design Build Project

The Tampa Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting Letters of Response (LOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide CEI services for the project known as the East Selmon Expressway Slip Ramps Design-Build Project (THEA Project No. **O-02620**). The project extends from the I-4 Connector to N. 39th Street and from east of US 301 to I-75. Only firms with FDOT pre-qualifications for CEI services at the time of the submittal are eligible for selection. Selection will be made from the Letters of Response package. Responses will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Quality Assurance, Communication, Workload, and SBE Utilization.

Interested firms will obtain a copy of the LOR Instructions and Submittal Documents and submit a completed Response Package to THEA at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602. **Response Packages are due by 2:00 p.m., January 7, 2021** at which time THEA will publicly open the responses.

Response Packages shall include completion of the LOR Documents and Required Forms. Firms failing to submit the required LOR Documents and Forms may be deemed non-responsive to the LOR. The Schedule of Events containing additional important deadlines for this LOR is located in the LOR Instructions and Submittal Documents at Section A, Paragraph 1.4.

The LOR Instructions and Submittal Documents are available through the DemandStar System (www.demandstar.com).

RESPONDENTS WHO OBTAIN THE LOR INSTRUCTIONS AND SUBMITTAL DOCUMENTS FROM SOURCES OTHER THAN CITED ABOVE ARE CAUTIONED THAT THE DOCUMENTS MAY BE INCOMPLETE.

THEA encourages the use of registered or certified SBE firms to the greatest extent possible and requires nondiscrimination on the basis of race, color, sex and national origin in its employment and contracting practices.

Questions concerning this LOR **must** be directed by email to Man Le, THEA Procurement Manager at Man.Le@tampa-xway.com.

[END OF ADVERTISEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION A

**GENERAL INFORMATION AND GENERAL
CONDITIONS**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East
Selmon Expressway Slip Ramps
Design-Build Project**

THEA LOR No. O-02620

SECTION A
GENERAL INFORMATION AND GENERAL CONDITIONS

1. General Information:
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 - 2.22 Notice of Protest
 - 2.23 Response Package Review
 - 2.24 Restriction on Consultants Eligibility to Compete for this Project

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

To be considered, responses to this solicitation must be made in accordance with the instructions as contained within this document “LOR Instructions and Submittal Documents.”

1.2 ATTACHMENTS:

The attachments listed in Section D of this LOR Instructions and Submittal Documents are by this reference hereby incorporated into and made a part of this LOR as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this project will be Letter of Response (LOR) and Oral Interview. It is THEA’s intention to solicit responses from potentially qualified Respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with the Respondent whose response is judged, through the evaluation and negotiation process, to be in the best interest of THEA.

Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this LOR. Fully qualified Respondents (and/or their team assigned to this project) will have the qualifications (knowledge, education, training, expertise and skills), and experience (documentation, successful, and relevant) necessary to meet the requirements of this LOR. Determination of the Respondent best qualified and experienced to perform the services required through this LOR will be determined by THEA in its sole opinion.

Respondents must submit a “Response Package” conforming to and containing all documents, forms and information as required by the LOR Instructions and Submittal Documents and as specifically identified in Section B, Project Information and Response Requirements at Section 2.1, Response Package.

THEA will evaluate and rank all responses received by the submittal date as set forth in this LOR, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, the Evaluation Committee reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole discretion. THEA contemplates engaging one firm and will commence contract negotiations with the top ranked firm. If a satisfactory agreement cannot be negotiated with the top ranked firm, then negotiations would begin with the next highest ranked firm.

1.4 SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule. All times given are Eastern Standard Time. THEA reserves the right to make changes or alterations to the schedule as THEA determines in its best interest. Unless otherwise notified in writing by THEA, the dates, times and locations indicated below for submission of items or for other actions on the part of a Respondent shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall be cause for the Respondent’s proposal to be rejected and disqualified from further consideration.

**SCHEDULE OF
EVENTS**

DATE	DESCRIPTION	LOCATION
Thursday, December 3, 2020	LOR Advertisement Published	DemandStar System THEA Vendor list & websites
Tuesday, December 15, 2020 @ 5:00 p.m.	Deadline for Respondent's submission of questions to THEA	Email to Man.Le@tampa-xway.com
Friday, December 18, 2020	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
Thursday, January 7, 2020 by 2:00 p.m.	Deadline for Submitting Letters of Response and Proposal Package	THEA Board Room
Friday, January 15, 2021	Evaluation committee evaluate response package for ranking of shortlisted firms	THEA Public Information Board, THEA Website & Demandstar
Monday, January 18, 2021	Posting of Notice of Intended Shortlisting	THEA Public Information Board, THEA Website & Demandstar
Monday, January 25, 2021	Board Approval of Shortlisting	THEA Board Room
Monday, February 8, 2021	Oral Interviews with shortlisted firms	THEA Offices
Monday, February 15, 2021	Evaluation committee submits final scores and rankings to THEA Contracts and Procurement Office.	THEA Public Information Board THEA Website & DemandStar
Tuesday, February 16, 2021	Posting of Notice Intended Final Ranking	THEA Public Information Board THEA Website & Demandstar
Monday, February 22, 2021	Board Approval of Final Ranking and Award of Contract	THEA Board Room
Tuesday, March 15, 2021	Anticipated Execution Date	

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to the Schedule of Events or meeting place/time will be posted as an Addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on the THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.6 SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this LOR, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33605 or by telephone at 813-272-6740, ext. 135, or by email at Man.Le@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.7 ELECTRONIC DISTRIBUTION SYSTEM:

THEA solicitations are issued electronically via DemandStar's eProcurement distribution system (DemandStar Contact Information: Telephone: 800-711-1712 / www.demandstar.com)

Obtaining solicitations through DemandStar ensures Respondents have the following capabilities:

- a) Receipt of LOR Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of Response Tabulations and contract awards;
- e) Viewing drawings, plans and blueprints online.

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS LOR FROM SOURCES OTHER THAN DEMANDSTAR ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.

1.8 QUESTIONS ABOUT THIS LOR SOLICITATION OR THE PROJECT:

All requests for interpretation, clarification or questions about the LOR solicitation process or the Project **must be in writing**, addressed to THEA, Procurement Manager, Man Le at Man.Le@tampa-xway.com.

To be considered, such requests must be received no later than the date and time stated for the **Deadline for Respondent's Submission of Questions to THEA** referenced in Paragraph 1.4, Schedule of Events.

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the solicitation process or the Project.

Any such responses or supplemental instructions by THEA to the Respondents will be in the form of a Letter of Clarification or written Addendum which if issued, will be posted on the DemandStar System (www.demandstar.com) no later than the date and time stated for the **Deadline for THEA to Respond to Respondent's Questions** referenced in Paragraph 1.4, Schedule of Events.

Failure of any Respondent to receive any such Letter of Clarification or Addendum shall

not relieve said Respondent from any obligations contained within this LOR.

Respondents are required to acknowledge receipt of such Addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 9**.

All Letters of Clarification and Addendum so issued shall become part of the Contract documents.

1.9 COMMUNICATIONS:

Respondents to this LOR or persons acting on their behalf **may not** contact members of the Evaluation Committee, or other THEA staff, THEA officers or THEA Board Members, or the Contractors representing THEA with this solicitation and project once the advertisement of the solicitation has been published and until the THEA Board has made a final decision regarding the award of this contract.

Any communications regarding this LOR must be in writing to THEA, Attention Man Le, Procurement Manager via email at Man.Le@tampa-xway.com.

Violation of this provision shall be cause for the Respondent's Response Package to be rejected and disqualified from further consideration.

1.10 MODIFICATION AND WITHDRAWAL:

Response Packages may be withdrawn by written request dispatched by the Respondent and received by THEA at any time prior to the deadline stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

Negligence on the part of the Respondent in preparing its Response Package confers no right of withdrawal or modification after the Response has been opened, at the appointed time and place by THEA.

Responses shall remain valid and in force for a period of one-hundred twenty (120) days after the opening date.

1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

THEA reserves the right to disqualify responses before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

THEA may consider any response informal that is not prepared and submitted in accordance with the instructions as contained within this LOR, and may waive as informalities any irregularities, or reject any and all responses, at its sole discretion.

THEA reserves the right to reject, at its sole discretion, any response if the evidence submitted by the Respondent or an investigation of the qualifications and/or experience of the Respondent fails to satisfy THEA's Evaluation Committee that such Respondent is sufficiently qualified or experienced to carry out the obligations as required in this LOR. THEA also reserves the right to reject all responses to the LOR, in its sole discretion.

THEA reserves the right to reject any or all responses as not responsible or non-responsive; to re-advertise this LOR; to postpone or cancel this process; to waive irregularities in the LOR process or in the responses thereto; and to change or modify the LOR schedule at any time.

1.11.1 Examples of **not responsible** may include, without limitation, termination of a previous contract with THEA, financial weakness, lack of SBE participation, or

multiple legal actions taken against the firm.

1.11.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in response package, documents not properly signed, goods or services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of response package contingent on another contract award.

1.12 WAIVER OF IRREGULARITIES:

THEA reserves the right to waive as informalities any irregularities contained in any Response Package received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on THEA's interest and will not give a Respondent an advantage or benefit not enjoyed by other Respondents.

1.13 BINDING OFFER:

Respondent's submission of a Response Package will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a Response Package shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents and requirements of this LOR.

1.14 COST OF PREPARATION:

The cost of preparing a Response Package to this LOR shall be borne entirely by the Respondent.

1.15 DELIVERY OF RESPONSE PACKAGE:

The deadline for delivery of Respondent's Response is no later than the date and time stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

The delivery of Respondent's Response Package to THEA prior to the deadline is solely and strictly the responsibility of the Respondent.

All responses shall be delivered to the location stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

All Response Packages must be submitted in accordance with the instructions set forth within the LOR Instructions and Submittal Documents and specifically in accordance with the requirements of Section B, Project Information and Response Requirements.

Any response received after the date and time stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events, will not be considered.

1.16 OPENING OF RESPONSE PACKAGES:

Sealed Response Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Response Package and Response Opening** referenced in Paragraph 1.4, Schedule of Events.

Respondents or their authorized agents are not required to attend the Response Opening; however the meeting is open to the public.

1.17 RESPONSE EVALUATION:

Respondents will be evaluated preliminarily on whether the Respondent is responsible and responsive to this solicitation and then evaluated based on criteria that will be used by THEA for final ranking of the firms.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all responses submitted in response to this solicitation.

The Evaluation Committee will meet to evaluate the Response Packages and final ranking of the firms on the date, time and at the location stated for **Evaluation Committee Meets to Evaluate Response Packages and for Final Ranking of Firms** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The Evaluation Committee shall evaluate the Response Packages and Interviews on the basis of the criteria as stated in Paragraph 1.20. The Evaluation Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

After ranking of the Respondents by the Evaluation Committee, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Intended Final Ranking** referenced in Section A, Paragraph 1.4, Schedule of Events.

The ranking of firms based on the Evaluation Committee's evaluation will be presented to THEA's Board for consideration and approval, with a recommendation, the top ranked Respondent be selected for award of contract.

1.18 INTERVIEWS AND/OR PRESENTATIONS:

Interviews will be used to select the successful Respondent from an initial Shortlist.

Each shortlisted Respondent will be allotted 5 minutes for opening statements, followed by a 30 minute oral interview.

Written questions will be provided to the shortlisted Respondents by the Authority 24 hours in advance of the Interview date.

1.19 EVALUATION CRITERIA:

The Response Packages will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the Evaluation are one hundred (100) points per evaluator.

The following evaluation criteria will be used to determine the best qualified firms:

	EVALUATION CRITERIA	Maximum Points
1.	<p><u>Understanding the Scope</u> The Consultant firm shall demonstrate their understanding of the scope of services including any unique issues involved in the construction project and their ability to meet the challenges. Assumptions (if any) should be clearly stated.</p>	20
2.	<p><u>Qualifications and Experience of Key Personnel</u> The Consultant firm shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and names and roles of key personnel • Provide the credentials/expertise/experience of the Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the scope of services • Explain the organization of its team and functional responsibilities of each subconsultant <p>Discuss the staffing quality and availability, individuals experience on similar projects</p>	25
3.	<p><u>Quality Assurance</u> The Consultant firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to this THEA contract and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> • Discuss key aspects of the firm's QA program that are most important to its success on this project. • Present their project review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews • Discuss Project QA/QC responsibilities 	20
4.	<p><u>Communication</u> The Consultant will discuss the Authority's ability to communicate with the firm's CEI Project Administrator/Project Engineer and Senior Project Engineer and their commitment in responding to the Authority.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to timely review and submittal of contractor invoices, THEA personnel action requests, and committing requested personnel in a timely manner. The firm shall discuss their communication with their subconsultants. The Consultant will discuss their approach to communicating with the Authority and with the public. ▪ Discuss their approach to communications with the Design-Build Firm and how the communication will be handled between the design phase and the construction phase of the project, including issue escalation. 	20
5.	<p><u>Workload:</u> The Consultant shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the firm has or is pursuing and their impact on the staffing for this project 	10
6.	<p><u>SBE Utilization:</u> The Consultant shall discuss the percentage of SBE utilization anticipated on this contract, including identification of proposed subconsultants.</p>	5
	TOTAL:	100

1.20 **FINAL SELECTION:**

The ranking of firms based on the Evaluation Committee's evaluation will be presented to the THEA's Board for consideration and approval with a recommendation that the highest-ranked firm be selected on the date, time and at the location stated for the **Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

THEA's Board has the right to correct any errors in the evaluation and selection process that may have been made. THEA is not obligated to award the contract and THEA's Board may decide to reject all proposals.

After approval of the final ranking of the Respondents and award of the Contract by THEA's Board, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events.

1.21 **AWARD OF CONTRACT:**

The award of the contract by THEA's Board, if made, will be within one hundred and twenty (120) days after the opening of the Response Packages.

Upon approval of the final ranking by the THEA Board, THEA will begin negotiations with the top ranked firm. Should THEA be unable to negotiate a contract with the top ranked firm that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated, and THEA shall then undertake negotiations with the next top ranked firm until a satisfactory contract is achieved. Negotiations will include discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected firm have negotiated a satisfactory agreement THEA may then enter into a contract with the selected firm.

1.22 **SOLICITATION RESULTS:**

Preliminary results will be available on the date, time and at the location specified for the **Posting of Notice of Intended Final Ranking** referenced in Paragraph 1.4, Schedule of Events.

Final results will be available on the date, time and at the location specified for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Paragraph 1.4, Schedule of Events.

2. **GENERAL CONDITIONS:**

2.1 **QUALIFICATIONS OF RESPONDENT:**

Each Respondent shall be a FDOT Pre-Qualified Consultant for Construction Engineering Inspection Work Types 10.1, 10.3, and 10.4.

The Respondent must include with its Response Package a completed **FORM 7 – QUESTIONNAIRE** as contained in Section C, which will provide information on Respondent's experience, and staffing for performing the work, as well as, references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsibility of the Respondent for performing the work.

Failure to submit a completed **FORM 7 – QUESTIONNAIRE** shall be cause for determining

the Respondent non-responsible and/or its Response Package non-responsive to the solicitation resulting in rejection and disqualification at the sole option of THEA.

2.2 PERSONNEL:

Response Packages submitted for this solicitation will be evaluated, in part, based upon the qualifications of the Respondent's team and upon the qualifications of key personnel presented in the Response Package.

By submitting a Response Package, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Work, including the specific individuals named in the Respondent's proposal.

The specific key personnel named in the Respondent's Response Package shall remain assigned for the duration of the project, unless otherwise agreed to in writing by THEA.

After award of the resulting contract from this solicitation, in the event the selected firm proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. THEA shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the project.

2.3 AVAILABILITY OF PERSONNEL:

Personnel described in the Respondent's Response Package shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of THEA.

2.4 PROJECT MANAGER:

The Respondent shall designate from its staff a qualified "Project Manager" having experience in performing and/or administering similar types of work as this project.

The "Project Manager" shall be the single point of contact as liaison with THEA during the LOR process and during performance of the project.

The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing Contractors work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Contract.

The "Project Manager" may serve in another key role on the Respondent's team, for example Project Manager/Senior Project Engineer or Project Manager/Project Engineer.

2.5 CONTRACT:

The selected Respondent shall enter a Contract with THEA for this LOR with the terms and conditions as specified within this LOR Instructions and Submittal Document. A **Sample Contract** is provided for reference as **ATTACHMENT 3** in Section D.

2.6 CONTRACT DURATION:

The estimated CEI contract duration is **990** calendar days. The estimated duration is based on the maximum Design-Build contract duration of 800 days plus 90 days for services before the DB Firm's notice to proceed, 10 days for services after Final Acceptance, and an additional 10% adjustment for inclement weather. The contract duration shall be adjusted depending on the contract time proposed by the successful Design-Build Firm.

The contract will have a thirty (30) day termination clause allowing for termination at the convenience of THEA.

2.7 CONTRACT ASSIGNMENT:

The selected Respondent may not make any assignments of their obligations resulting from this solicitation without the prior written authorization of THEA.

2.8 NON-EXCLUSIVITY OF CONTRACT:

The selected Respondent understands and agrees that any resulting contractual relationship is non-exclusive and THEA reserves the right to seek similar or identical services elsewhere if deemed in the best interest of THEA and to cancel any contract with a 30-day written notice from THEA.

2.9 COMPLIANCE:

THEA has the right to reject the Response Package or annul the award in the event Respondent's Response Package does not comply with any of the requirements outlined herein.

2.10 OWNERSHIP OF DOCUMENTS:

All documents resulting from this procurement process and subsequent contract will become the sole property of THEA.

2.11 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this LOR and all the responses thereto are in the public domain and are available for public inspection.

The Respondents are requested, however, to identify specifically any information contained in their Response Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All Response Packages received in response to this LOR will become the property of THEA and will not be returned.

2.12 INDEMNIFICATION (GENERAL LIABILITY):

The contract will contain an indemnification clause wherein the selected Respondent agrees to indemnify and hold harmless the THEA Board, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilize by the Respondent in performance of the contract.

2.13 INDEMNIFICATION (PATENT OR COPYRIGHT):

The selected Respondent shall indemnify and hold harmless, and defend the THEA Board, THEA and its officers, employees and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent(s) during or after completion of the Work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by THEA.

2.14 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation 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 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, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this LOR must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required **PUBLIC ENTITY CRIMES FORM** is contained in Section C, as **Form 2**.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the Respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

2.15 SMALL BUSINESS ENTERPRISE (SBE) POLICY:

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's.

2.15.1 SBE Policy:

Businesses contracting with THEA must have or adopt a similar non-discrimination policy. A copy of the THEA **SBE POLICY** is appended to this solicitation as **ATTACHMENT 1**.

THEA's SBE Policy defines an "SBE" as a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

- Hillsborough County as MBE, SBE, or WBE
- City of Tampa as MBE, SBE or WBE
- Florida Department of Transportation as a DBE
- State of Florida as an MBE as defined in Section 288.703(2), Florida Statutes or as an SBE as defined in Section 288.703(1), Florida Statutes
- Small Business Administration as an SBE or SBA 8(a)
- Other governmental entities in the Greater Tampa Bay Area as a DBE, MBE, SBE or WBE. (Greater Tampa Bay area means Hillsborough,

Pinellas, Polk, Pasco, and Manatee Counties)

Respondent shall submit a completed Anticipated SBE Participation Statement which shall provide the details of Respondent's anticipated utilization of SBE firms during the performance of this project. A copy of the required **ANTICIPATED SBE PARTICIPATION STATEMENT** is contained in Section C as **Form 4**.

Respondent shall submit a completed SBE Outreach Action Plan which shall substantiate Respondent's good faith efforts to include SBE's to the greatest extent possible and plan for including SBE firms on this project. A copy of the required **SBE OUTREACH ACTION PLAN** is contained in Section C as **Form 5**.

Respondent's failure to complete and submit all forms required in accordance with Paragraph 2.16 to document its efforts to solicit and utilize SBE firms shall be cause for determining the Respondent non-responsive to the LOR.

If there is a conflict between the terms and conditions or requirements of the solicitation documents and THEA's February 25, 2002 **SBE Policy** included herein at Section D as **ATTACHMENT 1**, the SBE Policy shall prevail.

2.15.2 SBE EQUAL OPPORTUNITY REPORTING SYSTEM:

The successful Respondent entering into a contract with THEA will be required to report monthly to THEA actual payments, minority status, and the work type of all Subcontractors and suppliers. All SBE payments must be reported whether or not the Prime Contractor initially planned to utilize the company. Each month the Prime Contractor must report actual payments to all SBE Subcontractors, Subcontractors and suppliers.

2.16 INSURANCE REQUIREMENTS:

For the term of this project and agreement, during contract award the Respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 2, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

2.17 BID SECURITY:

A Bid Security is not required for this solicitation.

2.18 PAYMENT AND PERFORMANCE BOND:

A Payment and Performance Bond is not required for this solicitation.

2.19 CONFLICTS OF INTEREST:

The Respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the Respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 6**.

2.20 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

A company that, at the time of bidding or submitting a proposal for a new contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondents must certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or engaged in business operations in Cuba or Syria.

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent/Contractor is found to have submitted a false statement or if Respondent/Contractor during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

created pursuant to Section 215.473 *Florida Statutes*, or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C as **Form 8**.

2.21 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected firm entering a contract for this LOR shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Contractor during the term of the resulting Contract from this solicitation.

The selected Respondent entering a contract for this LOR shall also require sub-contractors performing work or providing services during the term of the resulting Contract from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Subcontractor during the term of the resulting Contract from this solicitation.

The selected firm and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a Contract.

2.22 NOTICE OF PROTEST:

2.22.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA'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 \$5,000, or for such amount as set forth in the solicitation documents within 72 hours of THEA's publication of the solicitation documents, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the

specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA 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.

2.22.2 Protests After Notice of Award:

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of \$5,000, or for such amount as shall be set forth in the solicitation documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The Protest Bond required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. 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 package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA 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.

2.23 RESPONSE PACKAGE REVIEW:

To assist Respondents in preparing and submitting a complete Response Submittal Package, a checklist is included for Respondent's use.

The **RESPONDENT'S RESPONSE PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 11**.

2.24 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT

A consultant firm, its affiliate, or sub-consultant that is under Contract with THEA for the development of this Request for Letters of response solicitation cannot be part of a Respondent's team proposing on this solicitation. A consultant firm, its affiliate, or sub-consultant that is part of the Design-Build Team for the Twiggs Street Improvements Project cannot be part of a Respondent's team proposing on this solicitation.

[END OF SECTION A – GENERAL INFORMATION AND GENERAL CONDITIONS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION B

**PROJECT INFORMATION AND
RESPONSE REQUIREMENTS**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

SECTION B

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

1. Description of Project and Scope of Services
 - 1.1 Description of Project
 - 1.2 Scope of Services
2. Response Requirements
 - 2.1 Response Package

1. DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:

1.1 DESCRIPTION OF PROJECT:

Tampa Hillsborough Expressway Authority (THEA) is soliciting responses from qualified firms interested in providing Construction Engineering and Inspection (CEI) Services for the East Selmon Expressway Slip Ramps Design Build Project.

1.2 SCOPE OF SERVICES:

A Scope of Services is attached hereto as **Attachment 4 ~ Scope of Services**.

2. RESPONSE REQUIREMENTS:

Respondents are advised to carefully follow the instructions as contained within this section in order to be considered fully responsive to the solicitation. Respondents are further advised that lengthy or wordy submissions are not necessary. Responses should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's ability to fulfill the requirements of this solicitation.

2.1 RESPONSE PACKAGE:

All Response Packages must be submitted in an opaque sealed envelope having the outside marked "Sealed Response Package" with the name of the Respondent, Respondent's address, the title of the project and project number for which the Response is submitted and the date of the Response submittal deadline.

Submittal Deadline - The deadline for delivery of Respondent's Response Package is no later than the date and time and at the location stated for the **Deadline for Submitting Response Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Submittal Quantities - One (1) original and three (3) copies of Respondent's Response Submittal, as well as, one (1) digital storage media (i.e. USB Drive) containing an electronic copy of the Response Package in Adobe PDF shall be delivered to THEA by the date, time and at the location stated for the **Deadline for Submitting Response Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Format - The response should be submitted on 8 ½-inch by 11-inch pages unless otherwise authorized. Each page should be typewritten and single-spaced with a minimum font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

The digital storage media (i.e. USB Drive) containing all electronic files of Respondent's Response Package must be in Word format or Adobe PDF and no individual file should be larger than 2MB.

Signature - All responses must be either manually or digitally signed by an authorized officer, principal or partner (as applicable).

Content - In order to ensure a uniform review process and to obtain the maximum degree of understanding of the Respondent's abilities, experience and qualifications, it

is **required** that Respondent's Response Package be organized, tabbed and submitted as follows:

1. Table of Contents

2. Letter of Response

A maximum of **five (5) pages** will be allowed for the "Letter of Response" element. The five-page limit does not include Organizational Chart, Resumes, Forms, or Staff hour Estimate. The Letter of Response (LOR) shall contain the following:

a) Minimum Requirements:

- State the LOR Name and Number ("CONSTRUCTION ENGINEERING AND INSPECTION SERVICES, LOR Number **O-02620**");
- Name of Firm;
- Firm Address;
- Firm Telephone Number;
- Project Manager's Name (Project Manager will be considered the primary contact for the Respondent during the LOR process **and** during performance of the project);
- Project Manager's Address;
- Project Manager's Telephone Number;
- Project Manager's Email Address;
- Statement indicating Project Manager's number of years' experience in support of this LOR or similar services;
- A brief statement of interest;
- A brief statement of qualifications of Respondent's team;
- State whether or not Respondent firm is a SBE as defined by THEA SBE Policy (reference Section A, Paragraph 2.16.1);
- Identify any SBE team members;
- Statement confirming Respondent's ability to meet the requirements of this solicitation;
- Statement confirming Respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this solicitation;

b) Past Performance:

- Respondent's past performance and references on projects of similar type and size and roles of personnel proposed for this project on those projects.
- Respondent's past performance demonstrating ability to meet and adhere to project schedules and budgets

c) Respondent's Understanding of the Scope/Approach to Quality Assurance:

- Respondent's detailed approach to provide services & willingness

and ability to meet and adhere to project schedules and budgets.

d) Workload:

- Respondent's recent, current and project workload, as well as, workforce availability to undertake THEA work.

e) Communication:

- Respondent's ability to communicate with the Authority, responsiveness to the Authority, subconsultants, and with the public.
- Respondent's approach to communications with the Design-Build Firm.

f) Qualifications and Experience of Key Personnel:

- Detailed confirmation statement that Respondent meets the minimum requirements as described in Section A, 2, 2.1

3. Organizational Chart

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and Senior Inspector
- State firm name for key members of Respondent's team (if from a Subcontractor);
- Denote if Respondent firm or Subcontractor firms are a SBE;
- State office location (city and state) for key members of Respondent's team.

Only those members of the team who will **actively** participate under the potential work assignments should be included. Individuals who would be available on an "as-needed" basis should be omitted.

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than 8½" x 11" if folded neatly to 8½" x 11".

4. Resumes

Include one-page resumes for the Project Manager and the key active participants of Respondent's team.

5. Forms

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' Response Package.

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Anticipated SBE Participation Statement**
- **Form 4 - SBE Outreach Action Plan**
- **Form 5 - Conflicts of Interest Statement**

- **Form 6 – Questionnaire**
- **Form 7 - Certification Regarding Scrutinized Companies List**
- **Form 8 - Acknowledgement of Receipt of Addendum**
- **Form 9 - Respondent's Response Package Review Checklist**

6. Staff hour Estimate

Provide a one-page summary sheet indicating estimated staff hours for the Respondent and all Subconsultants. Do not include additional narrative content. Examples of acceptable and unacceptable content are provided at the following link.

<https://www.fdot.gov/procurement/SubmittalExamples.shtm>

[END OF SECTION B – PROJECT INFORMATION AND RESPONSE REQUIREMENTS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION C

REQUIRED FORMS

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

SECTION C

REQUIRED FORMS

Required forms to be completed, signed, notarized when indicated and included in Respondent's Response Package:

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Anticipated SBE Participation Statement
- FORM 4: SBE Outreach Action Plan
- FORM 5: Conflicts of Interest Statement
- FORM 6: Questionnaire
- FORM 7: Certification Regarding Scrutinized Companies Lists
- FORM 8: Acknowledgement of Receipt of Addendum Issued
- FORM 9: Respondent's Response Package Review Checklist

Note: Failure to submit the required forms may result in Respondent's Response Package being determined non-responsive and rejected.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 1 – DECLARATION OF RESPONDENT

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

DECLARATION OF RESPONDENT

1. Name of Respondent: _____
(FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of Contact Person: _____
3. Our local (to Tampa, Florida) business and mailing address is: _____

4. Professional License Number is: _____
5. The Project Manager assigned to this contract has a current Professional License Number of _____ issued by the State of _____.
6. Federal I.D. Number: _____
7. Our primary business address is: _____
8. Our present business phone number is: _____
9. Our present fax number is: _____
10. Our present e-mail address is: _____
11. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

- (1) That the Respondent has contractual capacity and that no other person, Respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the Respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

- (6) That by submitting a proposal, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of work, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

IN WITNESS WHEREOF, this response is hereby signed and sealed as of the date indicated below.

ATTEST:

RESPONDENT:

(Witness Signature)

Firm Name

(Printed Name of Witness)

By: _____
(AUTHORIZED SIGNATURE)

(Witness Signature)

(Printed Name of Signer)

(Printed Name of Witness)

(Title of Signer)

(Date Signed)

NOTE: The person signing for the Respondent shall in his/her own handwriting, sign the Company's name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the Company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

(Name of Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 2 – PUBLIC ENTITY CRIMES
STATEMENT**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1. This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in a Paragraph 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 of 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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjunction 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. 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 the 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 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.
5. I understand that a "person" as defined in Paragraph 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. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate with a check mark which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in

[Name of individual signing]

the space provided above on this _____ day of _____, 20_____.

_____ My commission expires: _____

Notary Public

[Notary Seal]

[END OF FORM 2 – PUBLIC ENTITIES CRIME STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 3 – ANTICIPATED SBE
PARTICIPATION STATEMENT**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

ANTICIPATED SBE PARTICIPATION STATEMENT
FOR TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Project Number: _____

Number: _____

Prime Contractor Name: _____

Contract Dollar Amount: _____

Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002?
(Yes___) (No___)

Expected amount of contract dollars to be subcontracted to SBE(s): \$ _____

It is our intent to subcontract _____% of the contract dollars to SBE(s). Listed below are the proposed SBE Subcontractors _____ (to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
--------------------	-------------------------------	---------------------------------	------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____

Title: _____

E-mail Address: _____

Telephone No.: _____

Fax Number: _____

Date: _____

[END OF FORM 4 – ANTICIPATED SBE PARTICIPATION STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 4 – SBE OUTREACH ACTION PLAN

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East
Selmon Expressway Slip Ramps
Design Build Project**

LOR No. O-02620

(SUBMIT ON YOUR COMPANY'S LETTERHEAD)

SBE OUTREACH ACTION PLAN

POLICY STATEMENT

It is the policy of **(YOUR COMPANY'S NAME)** that Small Business Enterprises ("SBE's"), as described in the policy adopted by the Tampa-Hillsborough County Expressway Authority ("THEA") on February 25, 2002 (hereinafter "THEA Policy") shall have the **opportunity** to participate as Subcontractors and suppliers on all contracts to be awarded by the THEA.

The requirements of the THEA Policy shall apply to all contracts entered into between the THEA and **(YOUR COMPANY'S NAME)**. Subcontractors and/or suppliers to **(YOUR COMPANY'S NAME)** will also be bound by the nondiscrimination requirements of the THEA Policy.

(YOUR COMPANY'S NAME), and its Subcontractors shall take all necessary and reasonable steps in accordance with the THEA Policy to ensure that SBE's have the **opportunity** to compete and perform work contracted with the THEA.

(YOUR COMPANY'S NAME), and its Subcontractors shall not discriminate on the basis of race, color, sex and national origin in the administration of contracts with the THEA.

(YOUR COMPANY'S NAME), has designated and appointed a Liaison Officer to develop, maintain, and monitor the SBE Outreach Action Plan. The Liaison Officer will be responsible for disseminating this policy statement throughout **(YOUR COMPANY'S NAME)** and to SBE's. The statement is posted on notice boards of the Company.

X _____
(YOUR COMPANY PRESIDENT'S NAME), President
(YOUR COMPANY'S NAME)
(YOUR COMPANY'S ADDRESS)

X _____ **(DATE)**

SECTION B

PROJECT INFORMATION AND RESPONSE REQUIREMENT

I. DESIGNATION OF LIAISON OFFICER

(YOUR COMPANY'S NAME) will aggressively recruit SBE's as Subcontractors and suppliers for all contracts with the THEA. The Company has appointed a Liaison Officer to develop and maintain this SBE Outreach Action Plan.

The Liaison Officer will have responsibility for developing, maintaining, and monitoring the Company's utilization of SBE Subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from SBE's for all THEA contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the THEA, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the THEA.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's SBE Outreach Action Plan in accordance with the requirements of the THEA.

(LIAISON OFFICER'S NAME)
(YOUR COMPANY'S NAME)
(YOUR COMPANY'S ADDRESS)
(PHONE NUMBER AT WHICH THE LIAISON OFFICER CAN BE REACHED)

II. SBE OUTREACH METHODS

In order to formulate a realistic SBE Outreach Action Plan, **(YOUR COMPANY'S NAME)** has identified the following known barriers to participation by SBE Subcontractors, before describing its proposed SBE Outreach methods:

1. Lack of qualified SBE Subcontractors in the specific geographical area of work;
2. Lack of SBE Subcontractors who seek to perform THEA work;
3. Lack of response when requested to bid;
4. Limited knowledge of THEA plans and specifications to prepare a responsible bid.

In view of the barriers to SBE's, including those stated above, it shall be the policy of **(YOUR COMPANY'S NAME)** to provide opportunity by utilizing the following SBE Outreach methods to promote participation on the contracts with the THEA. **(YOUR COMPANY'S NAME)** will:

1. Attend any pre-solicitation or pre-bid/proposal meetings scheduled by the THEA to inform SBE's of contracting and subcontracting opportunities.
2. Make subsequent contacts to THEA's SBE Outreach Contractor for assistance in meeting THEA's SBE project goal.
3. Advertise or otherwise provide written notice by certified mail, or other reliable method, at least ten (10) days prior to bid/proposal opening to a reasonable number of specific SBE's that their interest in the contract is being solicited.

4. Follow-up on initial solicitations of interest by contacting SBE's to determine with certainty whether the SBE's are interested.
5. Select portions of the work to be performed by SBE's in order to increase the likelihood of obtaining SBE participation (including, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation).
6. Develop mechanism to provide interested SBE's with adequate information about the plans, specifications or requirements of the contract.
7. Demonstrate good faith negotiations with interested SBE's, not rejecting SBE's as unqualified without sound reasons after a thorough investigation of their capabilities.
8. Make efforts to assist interested SBE's in obtaining bonding, lines of credit, or insurance required by the THEA of Respondent.
9. Make effective use of the services of available small business and community organizations; small business contractor groups; local, state and federal small business assistance offices; and other organizations that provide assistance in the recruitment and placement of SBE's.
10. Fairly represent the SBE quotations in the formulation of the Respondent's price proposal.

(YOUR COMPANY'S NAME) understands that this list of SBE Outreach Action methods is not exhaustive and will include additional approaches after having established familiarity with the SBE subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

(YOUR COMPANY'S NAME) will, as an expression of good faith, seek to utilize SBE Subcontractors where work is to be subcontracted.

IV. REPORTING

(YOUR COMPANY'S NAME), shall keep and maintain such records as are necessary to determine the Company's compliance with its SBE Outreach Action Plan.

The Company will design its record keeping system to indicate:

- The number of SBE Subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
- The efforts and progress being made in obtaining SBE Subcontractors through local and community sources;
- Documentation of all contacts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain SBE participation on all THEA projects;
- The Company shall comply with THEA's requirements regarding payments to SBE Subcontractors for each month in which the companies have worked.

V. SBE DIRECTORY

(YOUR COMPANY'S NAME) will utilize all available SBE Directories.

[END OF FORM 5 - SBE OUTREACH ACTION PLAN]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 5- CONFLICTS OF INTEREST
STATEMENT**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and project.

OR

- The undersigned firm, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

[END OF FORM 6 – CONFLICTS OF INTEREST STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 6 - QUESTIONNAIRE

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

QUESTIONNAIRE

Bidder shall complete this questionnaire, sign, date and submit with its bid.

1. **BUSINESS INFORMATION:**

1.1 Name of Primary Contractor (Bidder): _____

1.2 Location of primary office which will handle this project:

1.3 Business Organization:

a) Number of years your firm (under any name) has been in Business: _____

b) With same person in top management position: _____

c) Under present name: _____

d) Number of years in Florida: _____

e) Total number of full-time staff: _____

f) Additional part-time staff: _____

g) States in which you have performed activities: _____

2. **MINIMUM QUALIFICATIONS:**

2.1 **Minimum Requirements:**

This Project requires that **Prime Contractor:**

a. Have previous experience with similar projects and previous experience in providing services related to this LOR.

b. Procures and maintains insurance of the types and limits as specified in Section C, Attachment 3 – Insurance Requirements, Coverages and Limits.

3. **EXPERIENCE AND REFERENCES:**

3.1 Experience:

3.1.1. State the total contract volume and value that your organization has been responsible for in the past five years in:

a. Total Dollar value _____

b. Number of Contracts _____

3.1.2. List the dollar volume and number of governmental projects your organization has completed in the past 5 years:

a. Dollar Value _____

b. Number of government projects _____

3.2 Provide information on at least three projects that Contractor has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project:

3.2.1 **Project # 1:**

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Project # 2:

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.3 Project # 3:

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

4. STAFF:

4.1 Provide information on Respondent's staff that will be assigned to this Project including name, years' experience, credentials and applicable professional licenses.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL LICENSE	YEARS EXPERIENCE
Project Manager			
Other			

4.2. Provide a profile of your staff listing classification of personnel, number of personnel and combined years of experience.

Classification	Number of Personnel	Combined Years of Experience	No. of 4-year Degrees
Project Manager	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Other	_____	_____	_____

[END OF FORM 7 - QUESTIONNAIRE]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 7 - CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

This certification is required pursuant to Florida Statute, Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may **not** bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 8 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 8 – ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Solicitation?

Yes

No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 9 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 9 – RESPONDENT’S RESPONSE
PACKAGE REVIEW CHECKLIST**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

RESPONDENT’S RESPONSE PACKAGE REVIEW CHECKLIST

Respondent’s Response Package **must be** organized and labeled following the instructions as contained in Section B, Project Information and Response Requirements, Paragraph 2.1, Response Package.

Proposal Format	Section Title
	1. Table of Contents
	2a. LOR – Minimum Requirements and Statement of Qualifications
	2b-2d. LOR – Past Performance, Approach/Understanding, Workload
	2e. LOR - Communication
	2f. LOR - Qualifications and Experience
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 4 - Anticipated SBE Participation Statement Form 5 - SBE Outreach Action Plan Form 6 - Conflicts of Interest Statement Form 7 - Questionnaire Form 8 - Certification Regarding Scrutinized Companies List Form 9 - Acknowledgement of Receipt of Addendum Form 10 - Declaration of Joint Venture and Power of Attorney Form 11 - Respondent’s Response Package Review Checklist Addendum (if applicable).
	6. Staffhour Estimate
	One (1) original plus three (3) copies of your response as well as one (1) digital storage media (i.e. USB Drive)

By submitting this response, we accept and acknowledge that we can comply with all terms and conditions set forth in the LOR including, without limitation, the insurance and performance/payment bond requirements and the indemnification provision.

 Name of Person Responsible for LOR

 Date

 Title of Person Responsible for LOR

 Company Name

[END OF FORM 11 - RESPONDENT’S RESPONSE PACKAGE REVIEW CHECKLIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION D

ATTACHMENTS

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

SECTION D

ATTACHMENTS

1. SBE Policy
2. Insurance Requirements, Coverages and Limits
3. Scope of Services
4. Letters of Clarification (when issued)
5. Addendum (when issued)
6. Draft Design Build Request for Proposal (Adjusted Score)

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 1 – SBE POLICY

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the East Selmon Expressway
Slip Ramps Design Build Project**

LOR No. O-02620

The Tampa-Hillsborough County Expressway Authority

Small Business Enterprise (SBE) Policy For Design and Construction Projects

(Adopted February 25, 2002)

1. Introduction

In recognition of difficulties encountered by Small Business Enterprises (hereinafter “SBEs) in the transportation construction contracting industry, the Tampa-Hillsborough County Expressway Authority (“THEA”) hereby adopts this policy to provide mechanisms that will enhance contracting opportunities for SBEs on THEA’s design and construction contracts. This policy shall apply to design contracts in excess of \$250,000, and construction contracts in excess of \$1,000,000.00 (hereinafter also referred to as “Contracts ” or “Design & Construction Contracts”), except that the provisions of the Sheltered Market Component covered by paragraph 4(e) hereof may involve contracts of any size and nature.

THEA shall utilize race-neutral, ethnic-neutral and gender-neutral mechanisms to enhance contracting opportunities for SBEs on THEA Design and Construction Contracts.

2. Definition of SBE

An SBE means a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

- ✓ Hillsborough County as a WMBE or SBE
- ✓ City of Tampa as a WMBE or SBE
- ✓ Florida Department of Transportation as a DBE
- ✓ State of Florida as an MBE as defined in section 288.703(2), Florida Statutes or as an SBE as defined in section 288.703(1), Florida Statutes
- ✓ Small Business Administration as an SBE or SBA 8(a)
- ✓ Other governmental entities in the Greater Tampa Bay Area as an SBE, MBE, DBE, or WMBE. (Greater Tampa Bay Area means Hillsborough, Pinellas, Polk, Pasco, and Manatee Counties)

3. SBE Outreach Liaison

THEA shall designate an SBE Outreach Liaison to facilitate the participation of SBEs in THEA Design and Construction Contracts. The Outreach Liaison shall report directly to the Executive Director and shall manage and implement the SBE policy. The Outreach Liaison shall cooperate with firms seeking THEA contracts to assist them in identifying SBEs that are available to participate on the Project. THEA may retain Contractors, as needed, to assist in the SBE Outreach efforts.

4. Mechanisms for promoting Equal Opportunities in Contracting

a) THEA’s Outreach: To the extent deemed appropriate and as may be required by regulation, THEA shall include SBEs on solicitation mailing lists and solicit their participation in Design and Construction Contracts for which such businesses may be suited.

THEA shall maintain a list of SBEs that have indicated an ability and willingness to participate in THEA projects and shall make the list available to firms seeking Design and Construction Contracts from THEA for the purpose of encouraging participation from SBEs in Design and Construction Contracts.

THEA may assist businesses, including SBEs, with learning how to do business with THEA. THEA may refer SBEs to available training programs that may improve the ability of SBEs to provide design and construction services to THEA.

b) Outreach Plans For Prime Contractors and Firms: THEA encourages all firms and contractors seeking Design and Construction Contracts to actively pursue obtaining bids and QUALIFICATIONS from SBEs. THEA shall require such firms and contractors to submit an SBE Outreach Action Plan that outlines their efforts in actively pursuing such bids and QUALIFICATIONS.

c) Monitoring and Collection of Information: THEA shall monitor utilization of SBEs on Design and Construction Contracts to determine the extent to which firms and contractors provide equal employment and contracting opportunities to SBEs.

THEA shall collect information from firms serving as prime contractors on Design and Construction Contracts regarding their anticipated SBE participation on THEA Contracts. The information provided concerning anticipated SBE participation shall not become a mandatory part of the contract with THEA. It shall be available to assist THEA in tracking planned or estimated SBE utilization.

THEA shall require firms serving as prime contractors on Design and Construction Contracts to provide a Bidders' Opportunity List that includes all Subcontractors or Contractors who submitted bids or QUALIFICATIONS to the prime contractor or firm for THEA Contract. THEA will also require the prime contractors and firms to report actual payments, retainage, SBE status, and the work type of all SBE Subcontractors.

THEA shall require that information provided on SBEs be broken down into appropriate subcategories as established by THEA.

d) Progress Payments: THEA's Design and Construction Contracts may contain such special provisions for progress payments as deemed reasonably necessary to encourage SBE participation.

e) Sheltered Market Component: The Executive Director may recommend to the Board, from time to time, that certain contracts be made available only to SBEs. Such designated projects and/or contracts or portions of contracts shall be based on economic feasibility. The Executive Director may waive or modify bid bonds and performance and payment bonds under the Sheltered Market Component utilizing the same guidelines as subsection (f) below.

f) Waiver or Modification of Bonding: So long as consistent with, and within the limits established by State Law, the Executive Director may waive or modify bid bonds and performance and payment bonds normally required or accept alternative forms of security to the extent reasonably necessary to encourage participation from SBEs. An alternative form of security shall be in the form of cash, cashier's check, or irrevocable letter of credit, and shall be subject to the same conditions as the bond required for the contract. In reducing the level or types of bid bonds and performance and payment bonds normally required of SBEs, the Executive Director should take precautions to ensure that THEA and any third parties will be adequately protected.

5. Procedures and Annual Report to THEA Board

The Executive Director shall develop procedures as necessary to implement these policies, and shall annually report to the Board concerning the awarding of design Contractor and construction contracts to SBEs during the preceding fiscal year. To the extent practicable, the report required by this Section should include the total dollar value of awards made in the fiscal year to SBEs.

6. Compliance with Federal Regulations.

Where a Design or Construction Contract involves the expenditure of federal assistance or contract funds, the Executive Director or designated representative shall comply with any mandatory federal law and authorized regulations. The Executive Director shall modify the procedures as necessary to obtain federal approval, consistent with these policies, and shall bring recommendations for any required modification of these policies to the Board for consideration.

7. Contracts controlled by Executive Director

In addition to those contracts subject to the SBE Policy as set forth above, it is the intent of THEA to authorize and encourage the Executive Director to consider opportunities to involve SBEs on those contracts that do not require Board approval but are solely within the Executive Director's authority.

REVISED: March 29, 2004

TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

/s/ J. Thomas Gibbs

J. Thomas Gibbs, Chairman

Approved as to Form and Legal Sufficiency:

/s/ Steven A. Anderson

Steven A. Anderson, Esq.

Ruden McClosky Smith Schuster &

Russell, P.A. General Counsel

[END OF ATTACHMENT 1 – SBE POLICY]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 2 – INSURANCE
REQUIREMENTS, COVERAGES AND LIMITS**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

INSURANCE REQUIREMENTS, COVERAGES and LIMITS
for
Tampa-Hillsborough County Expressway Authority

Contractors, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverages and provide insurance certification to the THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under this AGREEMENT.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to the THEA, within ten (10) days from the receipt of a Notice of Award of this AGREEMENT, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively

for this AGREEMENT.

- 9) INSURED authorizes the THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA's request, INSURED shall provide copies of the policies at no cost to the THEA, subject to redaction by the INSURED of any proprietary information.
- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by the THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this AGREEMENT.
- 11) The insurance coverages and limits required of the INSURED under this AGREEMENT are designed to meet the minimum requirements of the THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this AGREEMENT, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough Expressway Authority,
(THEA) Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) The THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by the THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by this AGREEMENT.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in this AGREEMENT, the THEA may terminate or suspend this AGREEMENT, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of the THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of this AGREEMENT unless excused in writing by the THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the AGREEMENT, there are no pending claims or legal actions against the INSURED,

which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.

- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to the THEA and the THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under this AGREEMENT.
- 20) All insurance minimum coverages limits extend to any Subcontractor and the Prime INSURED is responsible for all Subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of this AGREEMENT the INSURED shall procure and maintain insurances of the types and limits specified herein.

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker's Compensation/Employer's Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation Requirements	Florida Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
Personal Injury	\$1,000,000

Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

The General Aggregate Limit must be specifically applicable to the AGREEMENT between THEA and the INSURED.

The Certificate must reflect whether the policy is “claims made” or “occurrence”.

Products & Completed Operations coverages to be maintained for three (3) years after final completion of the work under this AGREEMENT.

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

- 4) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”.**

The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

- 6) **Fiduciary Liability Insurance** - The minimum limits of Fiduciary Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$5,000,000
Aggregate	\$5,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required **only** if specifically stated in the LOR Instructions and Submittal Documents package at Section A, Paragraph 2.17.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverages (inclusive of any amount provided by an umbrella or excess policy) for liability resulting from pollution or other environmental impairment in connection with operations performed by or on behalf of INSURED under this AGREEMENT or the use or occupancy of THEA premises by or on behalf of the INSURED are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

[END OF ATTACHMENT 2 - INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 3 – SCOPE OF SERVICES

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

**Project Description
O-02520**

**East Selmon Expressway Slip Ramps Design Build Project
Hillsborough County**

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Tampa Hillsborough Expressway Authority (Authority) and Florida Department of Transportation (Department) manuals, and procedures.

The project for which the services are required is:

Description: East Selmon Expressway Slip Ramps Design Build Project
County: Hillsborough County
THEA Project No. O-02520

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Department's Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Authority. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

The Authority proposes improvements to the Selmon Expressway that will improve access onto and off the westbound Reversible Elevated Lanes (REL) and will reduce congestion on the westbound general use lanes during the A.M. Peak Hours.

The Authority proposes:

1. A new egress ramp ("Ramp 2" - 15-foot wide onto the westbound Local Lanes from the REL west of the North 39th Street bridge, which will merge into the westbound Local Lanes, ending at the CSX RR bridge (#100447).
2. A new ingress ramp (15-foot wide with 6-foot inside and outside shoulders) onto the westbound Reversible Elevated Lanes (REL) from the westbound Local Lanes west of the I-75/Selmon Expressway Interchange.
3. Removal of existing guardrail and barrier wall. Placing new barrier wall to provide separation between slip ramp and local lanes, with appropriate terminal ends.

4. Replacement of ground-in rumble strips.
5. Removal and reconstruction of two (2) overhead sign span assemblies.
6. Using appropriately designed barrier transitions at bridge approaches.
7. Matching existing vertical profile grades and horizontal curvature. The minimum cross slope shall be 2.00% or match the existing Superelevation rate.
8. Milling and resurfacing of the existing lanes and ensure to eradicate all conflicting markings within the limits of construction.
9. Installation of wrong way driving gates at Ramp 3 (I-75 NB loop ramp onto REL WB) to prevent eastbound REL traffic (PM Peak Hour) from entering.
10. Resurface and Restripe the Southbound I-4 Connector off-ramp onto Westbound Selmon Local Lanes (Ramp E). Begin the two-lane to one-lane merge striping immediately at the end of the FDOT maintenance limit (beginning of Authority maintenance limit) located at the bridge joint for Bridge # 100716.
11. Maintenance and Restoration of ITS/ATMS connectivity.

The Consultant will also be required to provide Public Information staff and support for the duration of the project.

The Consultant shall act as a technical advisor to the Authority during the Design-Build procurement stage and will review Technical Proposals, Design-Build staffing proposals, and any other supporting documents as needed to facilitate the successful procurement of the Design-Build firm.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Authority and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The CEI services for this Design-Build project shall begin upon written notification to proceed by the Authority.

Track the execution of the Design-Build Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Authority has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the Authority and Design-Build Firm to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Design-Build Firm activities. CEI Services for work related to the JPA will not begin until approved by the Department in accordance with the JPA terms.

For estimating purposes, the Consultant will be allowed an accumulation of ten (10) calendar

days to perform preliminary administrative services prior to the issuance of the Design-Build Firm's notice to proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

CEI Contract		
THEA Project ID	Estimated Start Date (Mo./Day/Yr.)	Duration (Days)
0-02520	3/15/2021	990*

*Note that the contract duration shall be adjusted depending on the contract time proposed by the successful Design-Build Firm.

4.0 **DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the Authority and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Authority: The Tampa-Hillsborough County Expressway Authority
- C. Authority Contracts and Procurement Manager: The administrative head of the Authority Contract Compliance Office.
- E. Authority Director of Operations and Engineering: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- F. Construction Project Manager: The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

- K. Department (FDOT): Florida Department of Transportation
- L. Design-Build Contract: The written agreement between the Authority and the Design-Build Firm setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- M. Design-Build Firm: The individual, firm, or company contracting with the Authority for design, furnishing of labor and materials, and performance of work for construction of the project.
- N. Executive Director: The Chief Executive Officer of the Tampa Hillsborough Expressway Authority.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Joint Participation Agreement (JPA): The written agreement between the Authority and the Department setting forth the obligations of the parties thereto, including but not limited to the financial and administrative responsibilities of each party for the project.
- Q. Operations Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Maintenance Contracts for the Authority.
- R. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- S. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- T. Resident Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Construction Contracts for the Authority.

5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Design-Build Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 414-4050

<http://www.dot.state.fl.us/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer running a Consultant furnished comprehensive construction management system supporting activities including construction administration, field record keeping, contract record maintenance, contractor payment processing, materials management, and civil rights monitoring application through use of a mobile broadband connection to the Consultant furnished server. All computer coding shall be input by Consultant personnel using equipment furnished by them. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:

<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Field Office:

Provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field office shall be approved by the Department.

Field Office expenses will be compensated in accordance with Exhibit B, Method of Compensation.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Authority, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Authority's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the Authority will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Authority representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Authority recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Authority to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Design- Build Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Design-Build Contract.

Observe the Design-Build Firm's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and direct the Design-Build Firm to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Design-Build Firm and the corrective action that has been directed to be performed by the Design-Build Firm.

9.2 Survey Control:

To the extent consistent with the provisions of the Design-Build Contract and with prior approval of the Construction Project Manager check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.3 On-site Inspection:

Monitor the Design-Build Firm's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Design- Build Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Design-Build Firm's daily operations and of significant events that affect the work.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Design-Build Contract documents. The minimum sampling

frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Design-Build Firm's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Authority will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a Consultant laboratory to the appropriate laboratory.

Input verification testing information and data into the Consultant furnished comprehensive construction management system supporting construction administration, field record keeping, and materials management.

9.5 Engineering Services:

Coordinate the Design-Build Contract administration activities and with the Design-Build Firm as necessary to complete the construction of the project. Notwithstanding the above, the Consultant is not liable to the Authority for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Design-Build Firm activities, interpreting plans, specifications, and special provisions for the Design-Build Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Schedule and attend a Final Estimate informational meeting with the Authority. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the Authority Compliance Manager prior to the Pre-construction Conference.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) Schedule and conduct a meeting with the Authority prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (5) Coordinate and manage the Release For Construction (RFC) plan process.
- (6) Submit an Engineer's Certification of Compliance at the end of the project.
- (7) Verify that the Design-Build Firm is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- (8) Analyze the Design-Build Firm's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- (9) Analyze problems that arise on a project and proposals submitted by the Design-Build Firm; work to resolve such issues, and process the necessary paperwork.
- (10) Monitor, inspect and document Design-Build Firm's utility coordination efforts for compliance with Design-Build contract. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (11) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Design-Build Firm operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Design-Build Firm.

- (12) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
- (13) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Design-Build Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.
- (14) The Authority will provide Public Information Services.
- (15) Prepare and submit to the Construction Project Manager monthly, a Construction Status report.
- (16) Video record the pre-construction conditions throughout the project limits via use of a 360-degree camera. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (17) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit “B.”

Unless otherwise agreed to by the Authority, the Authority will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Authority. Staff that has been removed shall be replaced by the Consultant within one week of Authority notification.

Before the project begins, all project staff shall have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Authority and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department’s procedures, Specifications and Design Standards will be obtained. The Authority Director of Operations and Engineering or designee will have the final approval authority on such exceptions.

CEL SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and

ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Complete the Florida Department of Transportation Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –

A Civil Engineering degree plus one (1) year of engineering experience in construction

of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Intermediate MOT

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI UTILITY COORDINATOR - High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN - High school graduate

or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges) CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CE SENIOR ITS INSPECTOR - High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience, plus demonstrated knowledge in the following:

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
MVDS Operations and Testing
FDOT SEMP Training
Familiarity with Existing Communication Equipment and Switches

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level II Field (or equivalent)

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for

Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI ASPHALT PLANT INSPECTOR - High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

CELITS INSPECTOR - High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS

construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus demonstrated knowledge in the following

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches
MVDS Operations and Testing

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for inspecting the construction work; monitoring the correct ITS and electrical installation techniques to ensure conformance with the plans, specification, National Electrical Code and other applicable manuals. Responsible for escalating to the Senior Inspector or Project Administrator (as applicable) any deficiencies.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Authority has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Design-Build Firm is working. If Design-Build Firm operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Design-Build Firm operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to mobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Authority procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the Authority.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Department and Authority's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the Authority for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Design-Build Firm.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority two (2) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e- mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the Authority in electronic and hard copy formats in accordance with Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Authority.

A Final Invoice will be submitted to the Authority no later than the 30th day following Final Acceptance of the individual project or as requested by the Authority.

14.0 OTHER SERVICES:

Upon written authorization by the Director of Operations and Engineering or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Authority to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Design- Build Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Design-Build Firm submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Modification to the original Agreement will be addressed at that time, as necessary.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA) AUTHORITY

THEA shall be the final authority in considering modifications to the Design-Build Contract for

time, money or any other consideration except matters agreed to by the Design-Build Firm through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

[END OF ATTACHMENT 4 – SCOPE OF SERVICES]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 4 – LETTERS OF
CLARIFICATION
(when issued)**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 5 – ADDENDUM (when
issued)**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 6 – DRAFT DESIGN-BUILD
REQUEST FOR PROPOSAL (ADJUSTED
SCORE)**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the East Selmon
Expressway Slip Ramps Design Build
Project**

LOR No. O-02620

Tampa-Hillsborough County Expressway Authority

**DESIGN-BUILD
REQUEST FOR PROPOSAL
for
East Selmon Expressway (SR 618) Slip Ramps
Hillsborough County**

THEA Project Number: O-02520

December 3, 2020

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ATTACHMENTS

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

A_001 - Project Advertisement
A_002 - Division I Design-Build Specifications
Division I Special Provisions identified by the Authority for this Project:

A_003.01 - Award and Execution of Contract (SP0030200)
A_003.02 - Public Records (SP0030900)
A_003.03 - Permits and Licenses (No free passes will be issued to the Contractor for use on the Toll Facility) (SP0070201)
A_003.04 - Preservation of Property for Toll Facilities (SP0071101-tolls)
A_003.05 - Equal Employment Opportunity Requirements (SP0072700)
A_003.06 - Preference to State Residents (SP0072800)
A_003.07 - Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
A_003.08 - Legal Requirements and Responsibility to the Public - Scrutinized Companies (SP0073000)
A_003.09 - Contaminated Material – Mercury-Containing Devices and Lamps (SP0080409)
A_003.10 - Prosecution and Progress - Damage Recovery (SP0081200)

FDOT Divisions II and III Special Provisions identified by the Authority for this Project:

A_004.01 - Mobilization (SP1010000DB)
A_004.02 - Contractor Quality Control General Requirements (SP1050813DB)
A_004.03 - Structures Foundations (SP4550000DB)
A_004.04 – Value Added Bridge Components (Dev475)

A_005 - City of Tampa Truck Routes

A_006 – THEA General Tolling Requirements

A_007 – Letters of Clarification (pending)

THEA Forms

A_008.01 - Bid Blank, Design Build Major
A_008.02 - Dispute Review Board Three Party Agreement
A_008.03 – Certificate of Insurance

Conceptual Typical Sections

A_009.01 – Conceptual Typical Sections

A_009.02 – Conceptual Slip Ramp Typical Sections

A_010 – Pipe Lining Locations

Bid Price Proposal Forms:

1. Bid Blank (THEA modified 375-020-17)
2. Design Build Proposal of Proposer (375-020-12)
3. Design Build Bid Proposal Form (700-010-65)
4. Bid or Proposal Bond (375-020-34)
5. Price Proposal Guaranty
6. Certificate of Insurance
7. SBE Forms

REFERENCE DOCUMENTS

The following documents are being provided with this RFP. Except as specifically set forth in the body of this RFP, these documents are being provided for reference and general information only. They are not being incorporated into and are not being made part of the RFP, the contract documents or any other document that is connected or related to this Project except as otherwise specifically stated herein. No information contained in these documents shall be construed as a representation of any field condition or any statement of facts upon which the Design-Build Firm can rely upon in performance of this contract. All information contained in these reference documents must be verified by a proper factual investigation. The bidder agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

R_01 - Historic Plans

R_02 - Concept Plans

R_03 - Bridge Inspection Reports

R_04 - Existing Bridge Plans

R_05 - East Selmon Planning and Feasibility Study

R_06 - Geotechnical Data

R_07 - Type 1 Categorical Exclusion (Ramp 3) (PENDING)

R_08 - Non Major State Action (Ramp 2) (PENDING)

R_09 - Survey Data

R_10 – Selmon Expressway Connector MOU

I. Introduction.

The Tampa-Hillsborough County Expressway Authority (Authority) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from design-build proposers (the “Design-Build Firm(s)”) for the East Selmon Expressway (SR 618) Slip Ramps (the “Project”).

It is the Authority’s intent to promote the use of innovative design concepts, components, details, and construction techniques for bridge structures as discussed in Part 1, Chapter 121 of the FDOT Design Manual (FDM). The Design-Build Firm may submit a Technical Proposal that includes innovative concepts if they are discussed with the Authority and approved in accordance with Part 1, Chapter 121 of the FDM using the Alternative Technical Concept (ATC) process.

It is the Authority’s intent that all Project construction activities be conducted within the existing Right of Way. The Design-Build Firm may submit a Technical Proposal that requires the acquisition of additional Right of Way if the subject acquisition was approved during the Alternative Technical Concept (ATC) process. Any Technical Proposal that requires the acquisition of additional Right of Way will not extend the contract duration as set forth in the Request for Proposal under any circumstances. The Authority will have sole authority to determine whether the acquisition of additional Right of Way on the Project is in the Authority’s best interest, and the Authority reserves the right to reject the acquisition of additional Right of Way.

Description of Work

The Authority proposes the addition of two slip ramps:

1. Add a new ingress ramp (15 feet wide lane with 6-foot inside and outside shoulders) onto the westbound Reversible Elevated Lanes (REL) from the westbound Local Lanes west of the I-75/Selmon Expressway Interchange. This work is referred to as Ramp 3.
2. Add a new egress ramp (15 feet wide lane) onto the westbound Local Lanes from the REL east of the I-4 Connector, ending at the CSX overpass bridge (#100447). This work is referred to as Ramp 2.

Remove any conflicting guardrail and barrier wall and furnish and install new guardrail and barrier wall where warranted after the slip ramp widening. Furnish and install new barrier wall to provide separation between slip ramp and local lanes, with appropriate terminal ends.

Replace ground-in rumble strips where warranted.

Remove two (2) existing overhead sign span assemblies impacted by the proposed design. Furnish and

install at least seven new overhead sign assemblies to accommodate the proposed design and any additional necessary overhead signage.

Provide barrier transitions at bridge approaches appropriate for the design speed of the facility.

Match existing vertical profile grades and horizontal curvature.

Mill and resurface full width mainline. 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 in order to restore a clean final appearance at project completion.

Install wrong way driving gates and infrastructure at Ramp 3. Provide wrong way infrastructure at Ramp 2 as necessary.

Maintain and Restore ITS/ATMS connectivity during construction. Furnish and install all infrastructure necessary for ITS/ATMS connectivity upon project completion.

Resurface and Restripe the Southbound I-4 Connector off-ramp onto Westbound Selmon Local Lanes (Ramp E). Begin the two-lane to one-lane merge striping immediately at the end of the FDOT maintenance limit (beginning of Authority maintenance limit) located at the bridge joint for Bridge # 100716.

The intent of this Project is to replace, repair or rehabilitate all deficiencies noted in the RFP within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

- **Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, utility coordination, geotechnical investigation, design, preparation of all documentation related to the acquisition of all permits not acquired by the Authority, preparation of any and all information required to modify permits acquired by the Authority if necessary, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

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

The Design-Build Firm shall be responsible for reviewing the approved Environmental Document of the PD&E

Study and the Type I Categorical Exclusion 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 Reevaluations. The Design-Build Firm will not be compensated for any additional costs or time associated with Reevaluation(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 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 SEIR Reevaluations, 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 examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the Authority's Project Manager.

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

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

The Design-Build Firm will provide litter removal and mowing within the individual ramp project limits from right-of-way to right-of-way in accordance with Specification Section 107 with a minimum 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.

- **Authority Responsibility**

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

II. Schedule of Events.

Below is the current schedule of the events that will take place in the procurement process. The Authority reserves the right to make changes or alterations to the schedule as the Authority determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Authority, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
November 12, 2020	Industry Forum at 10:30 AM local time at the THEA office, 1104 East Twiggs Street, Tampa FL 33602.
December 3, 2020	Advertisement; The RFP will be posted on THEA's website at: https://www.tampa-xway.com/procurement/
December 18, 2020	Deadline for all Design-Build firms to submit Questions/Requests for Clarification.
December 29, 2020	Addendum Release (if required).
January 7, 2021	Expanded Letters of Interest (ELOI) for Phase I of the procurement process due in Authority Office by 2:00pm local time. Letters to be submitted to Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com).
January 12, 2021	Proposal Evaluators submit Expanded Letter of Interest Scores to Contracting Unit, 2:00pm local time
January 25, 2021	Public Meeting and Board of Directors approval of shortlist at THEA Board Meeting
January 27, 2021	Deadline for all responsive Design-Build firms to affirmatively declare intent to continue to Phase II of the procurement process, 2:00pm local time
January 28, 2021	THEA Contracting Unit updates shortlist of firms continuing to Phase II by 5:00pm local time
January 29, 2021	Mandatory Pre-proposal meeting, facilitated by the Director of Operations and Engineering, at 9:00am local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. All Utility Agency/Owners that the Authority contemplates an adjustment, protection, or relocation is possible are to be invited to the mandatory Pre-Proposal meeting.
January 29, 2021	Utility Pre-Proposal Meeting facilitated by the Director of Operations and Engineering, at 10:30am local time at the THEA office, 1104 East Twiggs Street

	Suite 300, Tampa, FL 33602.
February 10, 2021	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1. Requests to be submitted to Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com).
February 17, 2021	Deadline for Design-Build Firm 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 Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com).
February 24, 2021	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 90 Minutes will be allotted for each Meeting.
March 3, 2021	Deadline for submittal of Alternative Technical Concept Proposals, 2:00pm local time.
March 10, 2021	Final deadline for submission of requests for Design Exceptions or Design Variations.
March 17, 2021	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 Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com).
March 24, 2021	Deadline for the Authority to post responses to the Project website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal. Responses will be posted to the procurement website: https://www.tampa-xway.com/procurement/
March 29, 2021	Technical Proposals due in Authority Office by 2:00p.m. local time_
March 30, 2021	Deadline for Design-Build for to “opt out” of Technical Proposal Page Turn meeting.
April 1, 2021	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 60 Minutes will be allotted for this Meeting.
April 6, 2021	Question and Answer Session. Times will be assigned during the pre-proposal meeting. Two hours will be allotted for questions and responses.
April 9, 2021	Deadline for submittal of Written Clarification letter following Question and Answer Session 2:00pm local time
April 13, 2021	Deadline for submittal of questions, for which a response is assured, prior to the

	submission of the Price Proposal. All questions shall be submitted to Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com).
April 20, 2021	Deadline for the Authority to post responses to the Project website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal. Responses will be posted to the procurement website: https://www.tampa-xway.com/procurement/
April 27, 2021	Price Proposals due in Authority Office by 11:00am local time.
April 27, 2021	Public announcing of Technical Scores and opening of Price Proposals at 1:30pm local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602
April 28, 2021	THEA Contracting Unit posts final scores and bid prices to THEA website by 5:00pm local time
May 24, 2021	Public Meeting of Board of Directors to determine intended Award
May 25, 2021	Posting of the Authority's intended decision to Award
TBD	Anticipated Award Date
TBD	Anticipated Execution Date

III. Threshold Requirements.

A. Qualifications

Proposers are required to be pre-qualified in all work types required for the Project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied.

B. Joint Venture Firm

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

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

C. Price Proposal Guarantee

A Price Proposal guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany each Proposer's Price Proposal. The Price Proposal guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the Authority. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The Price Proposal guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the Price Proposal guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The Price Proposal guaranty of all Proposers' shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

D. Pre-Proposal Meeting

Attendance at the pre-proposal meeting is mandatory. Any Short-Listed Design-Build Firm failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of this meeting is to provide a forum for the Authority to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, Design Exceptions, Design Variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Authority will issue a written addendum to this Request for Proposals as the Authority determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Authority. Proposers shall direct all questions to the Authority's Question and Answer website:

<https://www.tampa-xway.com/procurement/>

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

E. Technical Proposal Page-Turn Meeting

The Authority will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting. The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due and the Question and Answer Written Response occurs, per the Schedule of Events section of this RFP. 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 meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review 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 Design-Build Firm is 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 thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Authority.

F. Question and Answer Written Responses

The Authority will provide all proposed questions to each Design-Build Firm as it relates to their Technical Proposal approximately five (5) days before the written Q & A letter is due.

The Design-Build Firm shall submit to the Authority a written letter answering the questions provided by the Authority. The questions and written answers/clarifications will become part of the Contract Documents and will be considered by the Authority as part of the Technical Proposal.

One (1) week prior to the Price Proposal due date the Design-Build Firm shall submit to the Authority a written statement as follows: “[insert name of the Design-Build Firm] confirms that, despite any provision in the Design-Build Firm’s Technical Proposal or any Q&A written response letter that may be inconsistent with the other requirements of the Contract Documents, [insert name of the Design-Build Firm] intends to comply fully with the requirements otherwise 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 Design-Build Firm]’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 Design-Build Firm].” In case of the failure of the Design-Build Firm to timely provide such a written statement, the Authority may determine the Design-Build Firm to be deemed non-responsive.

G. Protest Rights

Any person who is adversely affected by the specifications contained in this Request for Proposal must file a notice of intent to protest in writing within seventy-two hours of the posting of this Request for Proposal. Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, F.A.C., any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within 10 days after the filing of the notice of protest. The formal written protest shall be filed within 10 days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest to:

Tampa Hillsborough Expressway Authority

1104 East Twiggs Street, Suite 300

Tampa, Florida 33602

Attn: Man Le, Contracts and Procurement Manager

Failure to file a notice of protest or formal written protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120 Florida Statutes.

H. Non-Responsive Proposals

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

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

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

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

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

I. Waiver of Irregularities

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

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. 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 bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Authority policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.

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.

J. Modification or Withdrawal of Technical Proposal

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

K. Authority's Responsibilities

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

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

L. Design-Build Contract

The Authority will enter into a lump sum contract with the successful Design-Build Firm. In accordance with Section V, the Design-Build Firm will provide a schedule of values to the Authority for their approval. The total of the schedule of values will be the lump sum contract amount.

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

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

IV. Small Business Enterprise (SBE) Program.

A. SBE Availability:

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's. This means that the Authority's goal is to spend a portion of the highway dollars with Certified SBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Authority believes that the overall goal can be achieved through the normal competitive procurement process.

V. Project Requirements and Provisions for Work.

A. Governing Regulations:

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the 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 January 1, 2021**. 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/>

4. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<http://www.fdot.gov/programmanagement/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
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
11. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
12. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
13. Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
14. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
15. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>

16. Florida Department of Transportation Florida Sampling and Testing Methods
http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disc_laimer.shtm
17. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
http://www.fdot.gov/materials/administration/resources/library/publications/materials_manual/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&ab=statutes&CFID=14677574&CFTOKEN=80981948>
30. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>
31. Florida Department of Transportation Construction Project Administration Manual – Section 10.4
<http://www.dot.state.fl.us/construction/manuals/cpam/CPAMManual.shtm>
32. 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](http://www.aashto.org/bookstore/standard-specifications-for-structural-supports-for-highway-signs-luminaires-and-traffic-signals-6th-edition-with-2015-interim-revisions)
33. Florida Department of Transportation Bridge Load Rating Manual
<http://www.fdot.gov/maintenance/LoadRating.shtm>
34. National Electrical Code
http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order_src=D347&gclid=CPT6k6zP0M0CFQcMaQodkooAuQ
35. National Electrical Safety Code
<http://standards.ieee.org/about/nesc/>

B. Innovative Aspects:

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

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

Certain critical elements of this Project, which may reduce the construction coverage, diminish the design criteria or quality, or increase impacts, shall not be allowed. These elements include:

- Reduction in the begin and end Project limits;
- 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 cost feasibility of the proposed multi-laning of the East 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 including gates and other features used on the REL.

1. Alternative Technical Concept (ATC) Proposals

The Authority has chosen to incorporate in the Design-Build method of project delivery the process whereby Design-Build Firms may propose innovative technical solutions for the Authority's approval which meet or exceed the goals of the project. The process involves the submission of an Alternative Technical Concept (ATC) as outlined below. This process has shown to be very cost effective in providing the best-value solution which often times is a result of the collaborative approach of the contractor and their designer which is made possible with the Design Build project delivery method and the ATC process.

The ATC process allows 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

Design-Build Firm 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. ATC Proposals which reduce scope, quality, performance, or reliability should not be proposed. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the RFP.

The Authority will keep all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law, with few exceptions. 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 Design-Build Firms specific ATC proposal. Prior to approving ATC's which would result in the issuance of an Addendum as a result of the item being listed below, the Design-Build Firm 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 Attachments.
- Significant changes in scope as determined by the Authority.

The following requirements described by this RFP may be modified by the Design-Build Firm 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 Design-Build Firm 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 in Section VI.F of this RFP
- Modifications to the Conceptual Typical Sections directly related to the horizontal and/or vertical geometry

2. One-on-One ATC Proposal Discussion Meetings

One-on-One ATC discussion meetings may be held in order for the Design-Build Firm to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. Each Design-Build Firm with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Design-Build Firm shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of ATC proposals to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATC's 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 ATC proposals, answer questions that the Authority may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. The meeting should be between representatives of the Design-Build Firm and/or the Design-Build Engineer of Record and Authority staff and agents as needed to provide feedback on the ATC proposal. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Authority will advise the Design-Build Firm as to the following related to the ATC proposals which were discussed:

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

The Authority will return all handouts back to the Design-Build Firm except one copy to remain in the secure procurement file.

3. Submittal of ATC Proposals

All ATC submittals must be in writing and may be submitted at any time following the Shortlist Posting but shall be discussed and submitted prior to the deadline shown in the Schedule of Events of this RFP.

The Authority will allow the submission of draft ATCs at any time following the Shortlist Posting until the date on which the last One-on-One ATC discussion meeting is held as defined in the Schedule of Events. The submission must be clearly marked as DRAFT. The Design-Build Firm, 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 Alternative Technical Concept Proposal submittal, the Authority may provide the Design-Build Firm with a draft written response. The draft written response shall be clearly marked as DRAFT.

All ATC submittals are required to be on plan sheets or on roll plots no wider than 36" and shall be sequentially numbered and include the following information and discussions:

- a) 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;
- b) Usage: The locations where and an explanation of how the ATC would be used on the Project;
- c) 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;
- d) Analysis: An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;
- e) 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;
- f) Risks: A description of added risks to the Authority or third parties associated with implementation of the ATC;
- g) 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;
- h) Operations: Any changes in operation requirements associated with the ATC, including ease of operations;
- i) Maintenance: Any changes in maintenance requirements associated with the ATC, including ease of maintenance;
- j) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC;

4. Review and Approval of ATC Submittals

After receipt of the ATC submittal, the Authority's Director of Operations and Engineering (Director), or designee, will communicate with the appropriate staff as necessary, and respond to the Design-Build Firm in writing within 14 calendar days of receipt of the ATC submittal as to whether the ATC is acceptable, not acceptable, or requires additional information. If the Director, or designee, determines that more information is required for the review of an ATC, questions should be prepared by the Director, or

designee, to request and receive responses from the Design-Build Firm. The review should be completed within 14 calendar days of the receipt of the ATC submittal. If the review will require additional time, the Design-Build Firm should be notified in advance of the 14 day deadline with an estimated timeframe for completion.

Approved Design Exceptions or Design Variations required as part of an approved ATC submittal will result in the issuance of an addendum to the RFP notifying all Shortlisted Design-Build Firms of the approved Design Exception(s) or Variation(s). Prior to approving ATC's which would result in the issuance of an Addendum as a result of a Design Exception or Variation, the Design-Build Firm will be given the option to withdraw previously submitted ATC Proposals.

The Authority reserves the right to disclose to all Design-Build Firms, 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 Design-Build Firm 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 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 Design-Build Firm'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.

ATC's are accepted by the Authority at the Authority's 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 submissions 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.

5. Incorporation of Approved ATC's into the Technical Proposal

The Design-Build Firm will have the option to include any Authority Approved ATC's in the Technical Proposal. The Proposal Price should reflect any incorporated ATC's. All approved ATC's 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 Design-Build Firm agrees, if it is not selected, to disclosure of its work product to the successful Design-Build Firm, only after receipt of the designated stipend (if applicable) or after award of the contract whichever occurs first.

- **Geotechnical Services:**

1. **General Conditions:**

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

- **Authority Commitments:**

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

No.	Commitment	Responsible Party	Status
1	Minimize disruption to traffic flow patterns on the following facilities: I-75, I-75 and Selmon interchange, Selmon Expressway through lanes, I-4 connector and ramps	Design-Build Firm	
2	Do not disrupt any toll collection operation and revenue collection during any construction phase.	Design-Build Firm	

- **Environmental Permits:**

1. **Storm Water and Surface Water:**

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

2. **Permits:**

The Design-Build Firm shall be responsible for modifying the issued 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. This applies whether the Project is federal or state funded. Once the Authority has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the 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 environmental permits valid throughout the construction period. The Design-Build Firm shall provide the Authority with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the Authority prior to submittal to the agencies.

The Design-Build Firm will be required to pay all permit 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 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 Authority observed 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 their schedule.

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.

- **Railroad Coordination:**

All required Railroad Reimbursement Agreements will be between CSX Transportation, Inc. ("CSX") 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 CSX Transportation, Inc., will be required for twenty (20) or more consecutive calendar days (long-term) and the Authority has not notified CSX Transportation, Inc. The Design-Build Firm shall be solely responsible for contacting CSX and scheduling all CSX protective services, and direct payment for such protective services.

G. Survey:

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

H. Verification of Existing Conditions:

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

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

I. Submittals:

• **Component Submittals:**

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

The Design-Build Firm may submit components for each individual ramp project limits; 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.

• **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".

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
- 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 copies of design documentation

1 copy of Technical Special Provisions

CADD.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

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

90% Phase Submittal

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

CADD.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

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

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

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

Final Submittal

1 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

CADD.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

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

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

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

- **Requirements to Begin Construction:**

The Authority’s indication that the signed and sealed plans and specifications are “Released for Construction” authorizes the Design Build Firm to proceed with construction based on the contract plans and specifications. The Authority’s review of submittals and subsequent Release for Construction is to assure that the Design-Build Firm’s 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 Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Authority and all revisions are subject to the Authority’s approval.

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and

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

To begin toll equipment building construction, permit review and approvals must be complete, and the Design-Build Firm shall obtain an executed building permit application from the building Authority along with State Fire Marshal approval.

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 sets 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 sets of final documentation (if different from final component submittal)
- 1 sets of survey information, including electronic files and field books
- CADD Files

- Final Project submittal containing the information above shall be electronic in .pdf format

- **Milestones:**

Milestone submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various phase submittals mentioned throughout this document the following milestone submittals will be required and shown on the schedule.

- 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

5. 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

J. Contract Duration:

The Authority has established a Contract Duration of 800 calendar days for the subject Project.

K. Project Schedule:

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days

(excluding weekends and Authority observed Holidays) review time for the Authority's review of all submittals with the exception of Category 2 structures submittals. The review of Category 2 structures submittals requires Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Authority observed Holidays) for these reviews. 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
- MacDill Air Fest
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest

In addition to the limitations on lane closures, detours, and non-working days, the Authority may direct up to ten (10) days per Calendar Year when no lane closures and detours will be permitted. The Design-Build Firm will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below:

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including Requests for Information (RFI's), Requests for Modification (RFM's), Requests for Correction (RFC's), and Nonconformance/Noncompliance Reports (NCR's)
- 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
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Landscape Opportunity Plans
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

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

M. Partner/Teaming Arrangement:

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

N. Meetings and Progress Reporting:

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

- Authority technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Phase Review Meeting
- 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, 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; ITS/communications; equipment; termination/patch panels; performance criteria; and details relating to interfaces to other 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, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

O. Public Involvement:

1. General:

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The Authority, or its designated representative, will serve as the Public Involvement Consultant (PIC) to carry out an exhaustive Public Involvement Campaign and a marketing effort. The Design-Build Firm will assist the Authority in the Public Involvement effort as described below.

2. Community Awareness:

The Design-Build Firm will review and comment on a Community Awareness Program provided by the PIC for the Project.

3. Public Meetings:

The Design-Build Firm shall provide all supporting materials necessary for various public meetings, which may include:

- Kick-off or introductory meeting
- Metropolitan Planning Organization (MPO) Citizens Advisory Committee Meetings
- MPO Transportation Technical Committee Meetings

- MPO Meetings
- Public Information Meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)
- Open Houses
- Virtual Public Hearings

The Design-Build Firm shall include attendance at two meetings per month for the term of the contract to support the public involvement program.

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information, display boards, printed material, video graphics, computerized graphics, etc., and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the proposed Project will create. This includes workshops, information meetings, open houses, and public hearings.

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

4. Public Workshops, Information Meetings:

The Design-Build Firm shall provide all the support services listed in No. 3 above.

All legal/display advertisements announcing workshops, information meetings, and public meetings will be prepared and paid for by the Authority.

The Authority will be responsible for the legal/display advertisements for design concept acceptance. The Authority will be responsible for preparing and mailing (includes postage) for all letters announcing the associated workshops and information meetings.

5. Public Involvement Data:

The Design-Build Firm is responsible for the following:

- Coordinating with the Authority.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the Authority.
- Providing required expertise (staff members) to assist the Authority on an as-needed basis.
- Preparing color graphic renderings and/or computer generated graphics to depict the proposed improvements for coordination with the Authority, local governments, and other agencies.
- Providing information to the Authority to keep the Authority website current.

The Design-Build Firm shall provide records of all public correspondence, written or verbal, to the Authority throughout the life of the Project.

The Design-Build Firm may be asked by the CEI/Authority to prepare draft responses to any public inquiries as a result of the public involvement process.

P. Quality Management Plan (QMP):

1. Design:

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

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted.

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

2. Construction:

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

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

<http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm>

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

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

Q. Liaison Office:

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

R. 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.

S. Schedule of Values:

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

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

T. Computer Automation:

The Authority actively encourages the use of 3D modeling technologies and Building Information Models (BIM) to support control of the work during construction in a three-dimensional environment using automatic machine guidance (AMG). The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality and conformance with Authority policies and procedures. The Authority supports MicroStation and GEOPAK as its standard graphics and roadway design platform as well as Autodesk's AutoCAD Civil 3D as an alternate platform. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are in the FDOT CADD Software Suite. Furnish As-Built documents for all building related components of the Project in AutoCAD format. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

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

As part of the As-Built Set deliverables, field conditions shall be incorporated into MicroStation and/or AutoCAD design files. Use the cloud revision utility as well as an "AB" revision triangle to denote field conditions on plan sheets.

U. Construction Engineering and Inspection:

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

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

All Contractor-Initiated submittals, are subject to a 10 business day review time by the Authority. 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.

V. Testing:

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

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.

W. Value Added:

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

- Roadway features
- Roadway drainage systems,
- 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.

X. 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. Adjoining construction projects have not been identified by the Authority.

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

Y. Issue Escalation:

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

The escalation process begins with the Construction Engineering and Inspection firm's (CEI) Construction Project Manager. All issues are to be directed to the Construction Project Manager. If the issue cannot be resolved by the Construction Project Manager in coordination with the General Engineering Consultant (GEC) representing the Authority as applicable, the GEC shall forward the issue to the Director. Each level shall have a maximum of five (5) calendar days (excluding weekends and Authority observed holidays) to answer, resolve, or address the issue. The Design-Build Firm shall provide all supporting documentation relative to the issue being escalated. The five (5) calendar day period (excluding weekends and Authority observed holidays) begins when each level in the issue escalation process has received all required supporting documentation necessary to arrive at an informed and complete decision. The five (5) calendar day period (excluding weekends and Authority observed holidays) is a response time and does not infer resolution. Questions asked by the Authority may be expressed verbally and followed up in writing within one (1) calendar day (excluding weekends and Authority observed holidays). Responses provided by the Design-Build Firm may be expressed verbally and followed up in writing within one (1) working day. Once a response is received from the Director, the Construction Project Manager will respond to the Design-Build Firm in a timely manner but not to exceed three (3) calendar days (excluding weekends and Authority observed holidays).

The Design-Build Firm shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

Should an impasse develop, the Dispute Review Board shall assist in the resolution of disputes and claims arising out of the work on the Contract.

VI. Design and Construction Criteria.

A. General:

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

B. Vibration and Settlement Monitoring:

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

- Identify any existing structures that will be monitored for vibrations during the construction period.
- Establish the maximum vibration levels for the existing structures shall not be exceeded.
- Identify any existing structures that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded.
- 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:

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 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 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. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. The CEI and Authority may observe the installation of test piles and all pile testing.
6. Preparing and submitting a Pile Installation Plan for the CEI and Authority's acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
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.

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.

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 pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
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 one (1) working day 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 Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all nonredundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
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 GTR.

Spread Footings Foundations

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

1. Evaluating geotechnical conditions and designing the spread footing.
2. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
3. Inspecting and documenting the spread footing construction.
4. Submitting Foundation Certification Packages in accordance with the specifications.
5. Providing safe access and cooperating with the 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:

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

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Authority's review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the 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 Utility Coordination Manager shall have the following knowledge, skills, and abilities:

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

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

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as

- related to the Design-Build Firm's plans.
4. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
 5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
 6. Identifying, preparing, reviewing and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
 7. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the Authority for review, all Utility Agreements.
 8. Resolving utility conflicts.
 9. Obtaining and maintaining all appropriate "Sunshine State One Call of Florida" tickets.
 10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
 11. Providing periodic Project updates to the Authority Project Manager and District Utility Office as requested.
 12. Coordination with the Authority on any issues that arise concerning reimbursement of utility work costs.
 13. Complying with the electrical and communications requirements for toll facilities provided in the GTR.

The following Utility Agency/Owners (UA/O'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. Also provided below is a determination made by the Authority as to the eligibility of reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work

Summary of UAO having facilities within the Proposed Project Limits

UAO	Contact Information	Email Address
AT&T	Michael Gamboa	mgamboa@sdt-1.com
Central Florida Pipeline/Kinder Morgan	Mark Clark	mark_clark@kindermorgan.com
CenturyLink Core Network (Lvl 3) aka Lumen	Xan Rypkema	xan.rypkema@lumen.com
City of Tampa Transportation	Brandon Campbell	Brandon.Campbell@tampagov.net
City of Tampa Wastewater Dept	Richard Rivera	richard.rivera@tampagov.net
City of Tampa Water Dept	Rynaldo Deshauteurs	rynaldo.deshauteurs@tampagov.net
Crown Castle	Danny Haskett	Danny.Haskett@crowncastle.com
FiberLight, LLC	Tim Green	tim.green@fiberlight.com
Florida Gas Transmission	Joe Sanchez	joseph.e.sanchez@energytransfer.com
Frontier Communications	Randall James	randall.james@ftr.com
Hillsborough County Clerk of Court	Scott Fogleman	scott.fogleman@hillsclerk.com

Hillsborough County Public Utilities	Warren Gilbreath	GilbreathW@HillsboroughCounty.ORG
Hillsborough County Sheriff	Craig McEntyre	cmcentyr@hcsso.tampa.fl.us
Hillsborough County Traffic	Darryle Norton	NortonD@hillsboroughcounty.org
MCI/Verizon Business	James Barra	James.barra1@verizon.com
Spectrum/Bright House Networks	Paul Bustamante	paul.bustamante@charter.com
Sprint/Nextel	Jon Baker	jon.baker@sprint.com
Tampa Bay Water		utilitycoordination@tampabaywater.org
Tampa Electric Company	Heather Lovett	hclovett@tecoenergy.com
TECO Peoples Gas	James Hamilton	jkhilton@tecoenergy.com
Zayo Group	John Burlett	john.burlett@zayo.com

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

The relocation agreements, plans, work schedules and permit application are to be forwarded to the Authority for review by the District Utility Office (DUO) and the Authority's Construction Manager. The DUO and Authority's Construction Manager only review the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the District Maintenance office for the permit to be signed and recorded or submitted through the One Stop Permitting (OSP) system.

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, 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 Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design 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 minimum cross slope shall be 2.00% or match the adjacent pavement in superelevated sections. Cross slope correction shall be provided for sections which do not meet the requirements of FDM Table 211.2.3.

F. Roadway Design:

See FDM Part 3; Chapter 301 for Roadway Design sheets, elements and completion level required for each submittal.

1. Typical Section Package:

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

2. Pavement Design Package:

- Pavement Design
 1. Minimum design period – 20 years
 2. Minimum ESAL's
 3. Minimum design reliability factors
 - Selmon Expressway: 95%
 4. Resilient modulus for existing and proposed widening (show assumptions)
 5. Roadbed resilient modulus
 6. Minimum structural asphalt thickness
 7. Cross slope
 8. Identify the need for modified binder
 9. Pavement coring and evaluation
 10. Identify if ARMI layer is required
 11. Minimum milling depth
- Refer to the GTR for tolling area pavement design guidance.

The Design-Build Firm shall follow the minimum flexible pavement designs as provided below:

Selmon Expressway

- **Widening and Ramps**
 - Optional Base Group 10
 - Structural Course Type SP (Traffic D) (PG 76-22) (4")
 - Friction Course FC-5 (PG 76-22) (0.75")
 - Meet or exceed adjacent asphalt depth on all widening

pavement designs, up to 5" depth.

- **Milling**
 - Mill Existing Asphalt Pavement for depth to achieve the required structural number.
 - Any milling operation will cover the full width of the impacted lane; partial lane width milling shall not be allowed.
 - Cross slope corrections 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.
 - When the existing pavement meets the required structural number and no cross slope correction is required, the milling shall completely remove the existing friction course.

- **Resurfacing**
 - Friction Course FC-5 (PG 76-22) (0.75")

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

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

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

3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. 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 Authority's Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions are to be submitted to Authority. These activities and submittals should be coordinated through the Authority's Project Manager.

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) floodplain compensation sites, and Impaired Water Body and Outstanding Florida Waters designations will be the Design-Build Firm's responsibility. The Design-Build Firm shall obtain approval of the stormwater treatment/attenuation design.

The objective is to obtain approved stormwater treatment/attenuation design.

The Design-Build Firm shall perform design and generate construction plans documenting the permitted systems function to criteria.

The Design-Build Firm shall perform the investigation necessary and provide the engineering analysis required to determine whether existing drainage features to remain are hydraulically adequate and retain at least a 75-year design life. Flood flow requirements will be determined in accordance with the Department's procedures. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design life, they must be replaced or supplemented in accordance with the drainage requirements of this RFP.

Existing drainage pipes and structures for the East Selmon Expressway have been constructed and or modified over multiple projects; the original Eastern Extension of the Crosstown (Selmon Expressway), the Reversible Lanes project, conversion to All-Electronic Tolling project, and the I-4/Selmon Connector project. The Authority has identified several cross drains and storm sewers constructed with the original Eastern Extension of the Expressway within the ramp project limits that are to be lined by the Design-Build Firm with cured in place pipe liners. These drainage pipes and structures to be lined are included in the Attachments. The Design-Build Firm shall desilt and investigate the existing 8' x 8' concrete box culvert cross drain CD-05 at Station 714+00 as well as other existing pipes and structures within the project limits and shall make recommendations to the Authority for repairs. The Design-Build Firm shall provide the recommendations to the Authority in sufficient time for the Authority to decide if the repair work will be added to the project.

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 be responsible for obtaining SWFWMD permits for this project. SWFWMD has indicated that depending on the length of each slip ramp, the project may qualify for an Exemption. The Design-Build Firm shall be responsible for permits that accurately depict the final design. Joint-use ponds or alternative 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 that a stormwater permit exemption from SWFWMD does not alleviate the Design-Build Firm from its responsibility to limit post-developed discharges at outfalls leaving the project to pre-developed rates, or from evaluating and upgrading as necessary, the existing conveyance systems (cross drains, storm drains, ditches, etc.) to accommodate the proposed roadway improvements.

It shall not be acceptable to place guardrails or barrier walls for the sole purpose of circumventing clear zone criteria for drainage structures.

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 180 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 (i.e 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 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.

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

Concrete pipe shall be used for cross drains and storm drains for this project. The Department's Culvert Service Life Estimator program shall be utilized to determine the required RCP class. The minimum RCP class shall be Class II. Optional pipe materials may be used for gutter drain pipes in embankment slopes. The Design-Build Firm shall only use the optional pipe materials tabulated for a given structure. The documentation supporting the required RCP class and chosen optional pipe material for gutter drain pipes, including the Culvert Service Life Estimator Program Analysis, shall be submitted to the Authority with the 90% plan submittal. Pipe material type installed on the Project shall be indicated on the Summary of Drainage Structures Sheets.

A2000 PVC (ASTM F 949) shall not be used in areas exposed to direct sunlight such as above ground, unshaded installations, endwalls, and mitered end sections. Additional requirements are as follows:

- PVC pipe shall be manufactured from PVC compound having no less than 1.0 part of Titanium Dioxide per 100 parts of PVC resin, by weight.
- PVC pipe shall be installed within 2 years from the date of manufacture.

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

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

The Design-Build Firm shall provide a drainage design that incorporates galvanized grates and manhole covers. Manholes shall not be located within the vehicle wheel path in any travel lane.

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

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the Authority. The

purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and Authority observed holidays) prior to any submittals containing drainage components.

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 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, Tc, 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 flow, 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 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.

All calculations shall require the Authority's approval. The drainage documentation shall not solely reference any previously prepared design documentation or existing permit information as support for

the Design-Build Firm's Project design. All pertinent information prepared by others shall be verified by the Design-Build Firm before being incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

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

- Drainage Map and Regional Drainage Map
- Box Culvert Data Sheet
- Summary of Drainage Structures
- Optional Pipe Materials Sheet
- Roadway Plan/Profile Sheets (include all drainage structures)
- Drainage Structure Sections
- SMF and FPC Sheets (Plan, Typical Section, Control Detail)
- Lateral Ditch Plan/Profile
- Lateral Ditch Cross Sections
- Drainage Detail Sheets

G. 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.

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

H. Design Documentation, Calculations, and Computations:

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

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the Authority. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and tracings.

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

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

I. Structure Plans:

1. Bridge Design Analysis:

- a. The Design-Build Firm shall submit to the Authority final signed and sealed design documentation prepared 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 are submitted with the 90% bridge plans.
- c. The Design-Build Firm shall "Load Rate" all bridges in accordance with the Department Procedure 850-010-035 and the Structures Manual. The Bridge Load Rating Calculations, the Completed Bridge Load Rating Summary Detail Sheet, and the Load Rating Summary Form shall be submitted to the Authority for review with the 90% superstructure submittal. The final Bridge Load Rating Summary Sheet and Load Rating Summary Form shall be submitted to the Authority for review with the Final superstructure submittal. A final, signed and sealed Bridge Load Rating, updated for as-built conditions, shall be submitted to the Authority for each phase of the bridge construction prior to placing traffic on the completed phase of the bridge. A final, signed and sealed Bridge Load Rating, updated for the as-built conditions as part of the As-Built Plans submittal shall be submitted to the Authority before any traffic is placed on the bridge. The Bridge Load Rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

- d. not used.
- 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 Engineer of Record 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 Engineer of Record 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 of Section V. A.
- b. Bridge Widening: In general, match the existing as per the Department's Structures Manual.
- c. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing and detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.
- d. Partial height walls, including (but not limited to) perched and toe-walls shall not be allowed.

3. **Aesthetic Guidelines**

- a. Exposed surfaces of galvanized overhead sign structures shall be painted with Pro-Tech PT211W57 (Textured White). The mating surfaces shall not be painted.
- b. Overhead sign structures shall be monotube structures with mitered corners matching the aesthetic of the existing monotube structures along the East Selmon Expressway.
- c. A Class V surface finish matching the aesthetics of the East Selmon Expressway is required on all new bridges and noise, perimeter and retaining walls, as applicable.

J. 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 Bid 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.

K. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the FDM. 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".

L. Sequence of Construction:

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

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different 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.

M. 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.

N. Transportation Management Plan:

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

1. 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 TMP will consist of three components:

- (1) Temporary Traffic Control (TTC) plan 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 TTC Plan shall be constructed in the fewest phases as possible.

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

Existing number of travel lanes shall be maintained along the Selmon Expressway at all times, except as specified during the lane closures identified below. All temporary detours, diversions, or lane shifts shall provide at least one 12-foot wide lane.

The Design-Build Firm shall follow the City's approved truck route, provided as an Attachment.

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

The regulatory speed of 65 mph along Selmon Expressway and the REL will be uniformly maintained within the limits of the work zone for each area.

2. 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) days in advance of any lane or ramp closure and in advance of any new traffic patterns. The display shall alternate with messages stating the exit name to be closed and the date and time of closure.

The Design-Build Firm shall 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.

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' cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided.

3. Traffic Control Restrictions:

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

There will be NO LANE CLOSURES allowed between the hours of **5:00 AM** to **9:00 AM** and from **3:00 PM** to **7:00 PM**. A lane may only be closed during active work periods. All detours and diversions shall be approved by THEA. Any lane closures on I-75 or I-75 ramps shall be coordinated with FDOT for approval.

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

Traffic pacing operations shall be performed only between the hours of 9:00 PM and 4:00 AM.

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

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.

P. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria. All overhead signs shall conform to FDM, Standard Plans, and MUTCD criteria.

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.

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 Figure 230.3.1.

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

roadway features such as barrier walls, guardrails and ditches. All 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.

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.

Q. Lighting Plans:

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

The Design-Build Firm shall develop and submit for approval, a Load Center/Circuit/Pole Number identification plan that is compatible with the existing lighting systems maintenance identification scheme.

Where existing roadway lighting circuit sources (services, load centers, etc.) are being removed, the Design-Build Firm shall either:

1. Provide a new load center per current codes and all applicable criteria.
2. Identify an existing load center capable of feeding the existing and proposed lighting while meeting all current codes and all applicable criteria.

All modified load centers shall comply with all applicable criteria and shall be in like new condition.

Existing light poles, luminaire arms, luminaires, and load centers identified for removal shall be coordinated with the Maintaining Agency as to whether these features will become the property of Design-Build Firm or salvaged, transported, and delivered to the Maintaining Agency for future use.

The Design-Build Firm shall perform detailed field reviews. Review and document all lighting (poles/luminaires, sign luminaires, etc.), circuiting, load centers, service points, utility transformers, etc., within the limits of lighting construction. This review includes: conductors, conduit, grounding, enclosures, voltages, mounting heights, pull-boxes, etc. This review also includes circuits outside the limits of lighting construction that originate or touch this Project's scope of work.

All deficiencies within the limits of lighting construction shall be identified and corrected. Any deficiencies outside the limits of lighting construction shall be brought to the attention of the Authority.

After the field reviews are completed, a list of all damaged and/or non-functioning equipment shall be documented and forwarded to the Authority prior to the start of construction. All damaged and/or non-functioning equipment within the limits of lighting construction are required to be replaced or repaired to meet all applicable criteria and shall be in like-new condition.

Where new electrical services are required, the Design-Build Firm shall coordinate the final locations of distribution transformer and service poles to minimize service and branch circuit conductors and conduit lengths. Electrical service locations are to be coordinated with and provided by TECO. Each service point shall be separately metered.

The Design-Build Firm shall comply with the requirements of each jurisdictional authority within the Project limits. Compliance with the jurisdictional authority includes but is not limited to: field reviews, technical meetings, special deliverable, etc. It is the Design-build Firm's responsibility to verify and comply with all jurisdictional authority's requirements.

R. Signalization and Intelligent Transportation System Plans:

1. General

The Design-Build Firm shall prepare Signalization and Intelligent Transportation Plans in accordance with Authority criteria.

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 outlining the locations of field elements

• Detail sheets on:

- DMS Structure, DMS attachment, DMS display/layout
- CCTV structure, CCTV attachment, CCTV operation/layout
- MDVS structure, MDVS attachment, MDVS 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.
- Maintenance of Communications (MOC) and Protection of ITS/ATMS Plan (must include temporary relocation and/or protection of ITS elements for continual operations throughout all construction phases).

Anticipated ITS features and details:

ITS Feature	Approximate Location	Direction	Notes
Wrong Way driving actuated gate	Vicinity of Selmon Expressway and I-75 Interchange	REL Eastbound	Avoid impacts to I-75 Right-of-way other than those noted in the Type 1 C.E.

The Design-Build firm is responsible for ensuring project compliance with the Regional ITS Architecture and Rule 940 as applicable. This includes, but is not limited to, the development or update of a concept of operations, the development or update of a system engineering master plan (SEMP), and requirement traceability verification (RTVM) as well as coordination of document review.

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.

2. 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:

- 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.
- DMS – Includes sign support structures, static signs, and mounting brackets for lane control, lane status, toll amount, travel time and full size DMS.
- CCTV – Includes concrete poles, camera lowering devices and mountings to provide 100% CCTV coverage of the project corridor. In addition, each express lane DMS shall have a dedicated verification CCTV.
- MVDS - Includes concrete poles and mountings to detect all general purpose and express lanes along the project corridor. MVDS devices shall be spaced at ½ mile intervals on each side of the roadway.
- Removal of any ITS System components that are impacted by the Design-Build Firms scope of work as approved by the Authority.
- Removal of the existing lateral drops from the backbone to the existing mainline toll facilities and from the existing ramp toll facilities that will or may be removed as part of this project. The lateral drops disconnected from the backbone shall be re-spliced “in-kind” to match respective fiber strand(s) and buffer tube(s) as approved by the Authority. The existing lateral drop conduit(s), pull boxes and splice boxes shall be removed as described in Section C - Utility Coordination of this RFP.
- Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm.
- Testing of the Intelligent Transportation System.
- Testing of the end-to-end express lanes system.

Coordinate with the Design-Build Firm to avoid conflicts with landscape plans within the Authority Right-of-Way. While procedures are being revised to facilitate this increased collaboration and cooperation, the Design-Build Firm is required to ensure that the design and construction of each ITS project and each landscape project is entirely coordinated with existing and proposed ITS facilities and landscapes. Both programs have been determined to be important components of the state transportation system.

3. Construction and Integration Services:

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

4. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine

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

The following tests will be required for the proposed ITS devices:

1. Factory Acceptance Tests
2. Standalone Tests
3. Subsystem Tests
4. Operational Tests
5. Burn-In Period
6. Final Acceptance

5. 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:

- 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.
- Dynamic Message Sign System (DMS). The DMS consists of both mainline and arterial dynamic message signs (ADMS) and provide roadway information and travel times. The mainline DMS are located at select locations along the corridor. The ADMS are located on each approach of select major arterials throughout the roadway system. The mainline DMS are connected and communicate via the single mode FOC communications backbone installed along the corridor. The ADMS communicate with wireless radios to a hub site connected to the single mode FOC communications backbone installed along the corridor.
- Vehicle Detection Systems (VDS): The VDS consists of non-intrusive, microwave technology sensors used to collect vehicle volume, speed and occupancy data from mainline travel lanes. The detectors are typically located at approximately one-half (1/2) mile intervals. The detectors are installed on stand-alone concrete poles and/or attached to other ITS device structures in a side-fired configuration to detect data on a lane by lane basis. The VDS is used for incident detection by Authority staff and communicate with the single mode FOC communications backbone installed along the corridor.
- 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.

- 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”.
- The FOC communications backbone consists of a single mode fiber optic cable and four (4), 1.25-inch HDPE conduit, locate tone wire, warning tape, fiber route markers, pull boxes, and splice boxes. Three (3) of the four (4), 1.25-inch HDPE conduits are spare conduits. The backbone provides access points for the various ITS and Toll System components along the corridor for network connectivity as previously described.
- The majority of ITS components are connected to the backbone through a lateral twelve (12) count single mode fiber optic cable inside two (2), 1.25-inch HDPE conduits of which one is a spare. ITS components on arterials, such as ADMS, connect with the backbone through a wireless access point (WAP) and LHUBs which are physically connected to the backbone through a lateral fiber optic cable connection.
- The Authority’s Communications Network includes but is not limited to the fiber optic drops from the backbone to each toll plaza as well as fiber optic cable that interconnects ramp toll plazas within the various interchanges and all other associated communications elements. The lateral drops for the existing toll plaza consist of a twenty-four (24) count single mode fiber optic cable for ramp plazas and forty-eight (48) count single mode fiber optic cable for mainline toll plazas. The lateral drops typically consist of two (2), 2-inch underground conduits of which one is a spare.

S. Landscape Opportunity Plans: Not Used.

VII. Technical Proposal Requirements:

A. General:

Each Design-Build Firm being considered for this Project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable the Authority to evaluate the capability of the Design-Build Firm to provide the desired services. The data shall be significant to the Project and shall be innovative, when appropriate, and practical.

B. Submittal Requirements:

The Technical Proposal shall be bound with the information, paper size and page limitation requirements as listed herein. Four printed copies of the Technical Proposal shall be submitted to the Authority prior to the deadline provided in this RFP.

A copy of the written Technical Proposal must also be submitted electronically in PDF format including bookmarks for each section. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type.

Only upon request by the Authority, provide calculations, studies and/or research to support features

identified in the Technical Proposal. This only applies during the Technical Proposal Evaluation phase.

Address and submit the Technical Proposal to:

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

Submit the PDF of the Technical Proposal via Email to: Man.Le@tampa-xway.com

The minimum information to be included:

Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be ten (10), single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 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.
- 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, or for extending the Value Added period of a 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.

Section 2: Plans

- Plan and Profile views of the proposed improvements shall be submitted in roll-plot format. The maximum width of the roll-plots shall be 36". The maximum length of the roll-plot shall be 48". Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is allowed provided it clarifies the plan and profile views. However, the Authority may determine that such additional information is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the Authority. All other information not included on the roll plots, such as typical sections, special emphasis 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. Provide Technical Proposal Plans in accordance with the requirements of the FDOT Design Manual, except as modified herein.

- Provide a conceptual plan for addressing the wrong-way driving actuated gate and ITS controls.
- The Plans shall complement the Project Approach.
- All plan and profile sheets shall utilize a maximum horizontal scale of 1" = 50'. Drainage maps may utilize larger scales in accordance with the FDM.

C. Evaluation Criteria:

The Authority shall evaluate the written Technical Proposal by each Design-Build Firm. The Design-Build Firm shall not discuss or reveal elements of the price proposal in the written proposals. A technical score for each Design-Build Firm will be based on the following criteria:

Item	Value
1. Design	25
2. Construction	25
3. Compatibility with Ultimate East Selmon Improvements	20
4. Value Added	10
Maximum Score	80

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

1. Design (25 points)

The Design-Build Firm is to address the quality and suitability of the following elements in the Technical Proposal:

- Structures design
- Roadway design / and safety
- Drainage design
- Environmental Design
- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- Geotechnical load test program
- Minimizing impacts through design to:
 - Maintenance
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Temporary Traffic Control Plan
- MOC Plan
- Incident Management Plan
- Aesthetics
- Utility Coordination and Design

- Design considerations which improve recycling and reuse opportunities

The Design-Build Firm is to address the following in the Technical Proposal: aesthetics features of the design including but not limited to the following: considerations in the geometry, suitability and consistency of structure type, structure finishes, shapes, proportions and form throughout the limits of the project.

Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.

The Design-Build Firm is to address compatibility of the Technical Proposal with future planned improvements along the Selmon Expressway and REL corridor.

The Design-Build Firm is to address the following in the Technical Proposal: design and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility involvement.

The Design-Build Firm is to address the following in the Technical Proposal: 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, and impacts to long term maintenance costs.

2. **Construction (25 points)**

The Design-Build Firm is to address the quality and suitability of the following elements in the Technical Proposal:

- Safety
- Structures construction
- Roadway construction
- Drainage construction
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
 - Toll Collection
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Implementation of the Transportation Management Plan
- Implementation of the Incident Management Plan
- Utility Coordination and Construction

The Design-Build Firm is to address the following in the Technical Proposal: 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 closures, maximizing lane widths, minimizing visual obstructions, construction sequencing, and avoiding drastic reductions in speed limits.

The Design-Build Firm is to address the following in the Technical Proposal: insuring all environmental commitments are honored.

The Design-Build Firm is to address the following in the Technical Proposal: construction and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility conflicts.

3. **Compatibility with Ultimate East Selmon Improvements (20 points)**

The Design-Build Firm is to address introducing and implementing innovative design approaches and construction techniques which address the following elements in the Technical Proposal (East Selmon Improvements, are referenced in the East Selmon Planning and Feasibility Study (incorporated herein by reference):

- Compatibility with future East Selmon widening PD&E and long-term cost benefit for the Authority
- Minimize or eliminate Utility relocations
- Minimize or eliminate impacts to Railroad facilities
- Materials
- Workmanship
- Enhance Design and Construction aspects related to future expansion of the transportation facility

4. **Value Added (10 points)**

The Design-Build is to address the following Value Added features in the Technical Proposal:

- Broadening the extent of the Value Added features of this RFP while maintaining existing threshold requirements
- Exceeding minimum material requirements to enhance durability of project components
- Providing additional Value Added project features proposed by the Design-Build Firm

The following Value Added features have been identified by the Authority as being applicable to this project. The Design-Build Firm 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

D. Final Selection Formula:

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

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

BPP = Bid Price Proposal

TS = Technical Score (Combined Scores from LOI and Technical Proposal)

The Design-Build Firm selected will be the Design-Build Firm whose adjusted score is lowest.

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

E. Final Selection Process:

After the sealed bids are received, the Authority will have a public meeting for the announcement of the Technical Scores and opening of sealed Bid Price Proposals. At this meeting, the Authority will announce the score for each member of the Technical Review Committee, by category, for each Proposer and each Proposer's Technical Score. Following announcement of the Technical Scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated. The Authority will document the preliminary bid results as presented in the meeting. The Authority's Selection Committee will review the evaluation of the Technical Review Committee and the Bid Price Proposal of each Proposer as to the apparent lowest adjusted score and make a final determination of the lowest adjusted score. The Selection Committee has the right to correct any errors in the evaluation and selection process that may have been made. The Authority is not obligated to award the contract and the Selection Committee may decide to reject all proposals. If the Selection Committee decides not to reject all proposals, the contract will be awarded to the Proposer determined by the Selection Committee to have the lowest adjusted score.

F. Stipend Awards:

The Authority has elected to pay a stipend to all non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. 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 \$40,000 (forty thousand and 00/100 dollars) per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm 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.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must fully execute the stipend agreement within one (1) week after the Short-List protest period for the Design-Build Stipend Agreement, Form No. 700-011-14. The Short-Listed Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Short-Listed Design-Build Firm.

A non-selected Short-Listed Design-Build Firm 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".

VIII. Bid Proposal Requirements.

A. Bid Price Proposal:

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project within which the Proposer will complete the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. One (1) hard copy of the Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

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

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