

City of Tampa

**DESIGN-BUILD
REQUEST FOR PROPOSAL
For**

**Tampa Multimodal Network and Safety Improvements
Project**

(West River District Project)

**City Contract Number: 22-C-00001
Federal Procurement Number: HOFM220023PR**

February 5, 2023

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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. The attachments listed here may also be accessed at the following website:

<https://www.tampa.gov/rfq/22-c-00001-tampa-multimodal-network-and-safety-improvements-project>

Shortlisted D-B firms are responsible for acquiring and adhering to the provisions of the attachments as directed by this document.

Number	Attachments
	Draft NEPA Documents
P-A1	Type I CatEx and Section 4(f)
P-A2	Cultural Resource Assessment Survey (CRAS)
P-A3	Contamination Screening Evaluation Report (CSER)
P-A4	Natural Resource Evaluation (NRE)
P-A5	City Control Survey Data
P-A6	Design Criteria
P-A7	City EBO Criteria and Forms (MBD Form 10/20/30/50)
P-A8	RR Flagging Request Form
P-A9	Stipend Agreement
P-A10	Bid Blank Form
P-A11	Federal Provisions
P-A12	Project Corridor Properties (easements & agreements)
P-A13	Concrete Trail typical section
P-A14	City Utilities Standards, Specifications, Special Provisions, Details
P-A15	Tampa Electric Company (TECO) Energy Criteria
P-A16	City of Tampa Division I Specifications & Specific Provisions
P-A17	City of Tampa Landscape & Irrigation Specifications
P-A18	City Design-Build Agreement – Blank
P-A19	City Furniture & Fixture Standards
P-A20	Utility Certification Form
P-A21	Right-of-Way Certification Form

P-A22	City of Tampa Materials Testing Frequency
P-A23	City of Tampa AutoCad Template Files

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 D-B 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. Reference documents may also be accessed at the following website:

<https://www.tampa.gov/rfq/22-c-00001-tampa-multimodal-network-and-safety-improvements-project>

Number	References
R1	West River Multi-Modal Concept Plans & Conceptual Estimate
R2	West River Geotechnical Information
R3	Rome Ave. & Main St. Traffic Signal Upgrade Plans
R4	Brorein St. Bridge and Cass St. Bridge Improvement Plans
R5	Hillsborough County Project #69631105 Columbus Drive Final Plans
R6	Cypress St Outfall Plans
R7	East Riverwalk As-Built Information
R8	Riverwalk Underpass Typical Section
R9	Existing City Utility Information/Maps
R10	West Tampa CRA Boundary Map
R11	Pre-Permitting Agencies Meeting Notes
R12	CSXT Railroad Agreement Examples
R13	Tampa Prep Shoreline Assessment 2016
R14	City Greenway Trail Extension Concept 2010
R15	Existing Survey Map
R16	Proposed West River Segment Map
R17	Friends of Plant Park Master Plan/Diagram
R18	PCI Information on project roadways

R19	THEA Geotech Report for South Selmon Expressway Widening
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I. Introduction.

The City of Tampa (City) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from shortlisted D-B Firms for the **Tampa Multimodal Network and Safety Improvements Project**.

Shortlisted D-B firms are responsible for acquiring and adhering to the provisions of the attachments, as directed by this document.

A. Description of Work

The Project is located in the City of Tampa, Hillsborough County, Florida. The Project goals are to complete a safe multimodal network throughout the West River area and enhance the sustainability and resilience of the City. The multimodal network will be completed by: constructing new trails, improving existing trails as needed, constructing pedestrian bridges, adding lighting, converting existing roadways into Complete Streets, and providing enhanced crossing facilities at major roadway intersections.. Sustainability and resilience will be enhanced by: constructing living shorelines, using solar powered lights, and providing safe walking, and biking facilities. The project will expand connections and provide a variety of safe mobility options for pedestrians and bicyclists throughout the neighborhoods that make up the West River area. Refer to the RFP Design Criteria Package (Attachment P-A6) and Conceptual Plans (Reference R1) for additional information.

Improvement Type	Length (ft)
Improve Existing Trail	: 860 – 1,420
New Trail Segments	: 11,000 – 11,600
New Pedestrian Bridges	: 800±
New Complete Streets	: 13,800± (2.6 miles)
Living Shoreline	: 1,500 (minimum)

Segment lengths may vary based on the D-B Firm’s proposed layout.

The City’s project website is located at:

<https://www.tampa.gov/tss-transportation/projects/SpecialProjects/west-river-build>

The City’s procurement website is located at:

<https://www.tampa.gov/contract-administration/programs/construction-project-bidding>

B. Design-Build Responsibility

The successful D-B Firm shall be responsible for elements/components/aspects necessary to design and construct the project per Federal and City of Tampa requirements including: additional survey beyond what is provided by the City, geotechnical investigations, design, preparation of all documentation related to the acquisition of all permits, maintenance of traffic, demolition, and construction on or before the substantial project completion date of December 31, 2026. The D-B Firm shall coordinate all utility relocations necessary within the project limits. This includes design and construction of City utilities: water, wastewater and stormwater, necessary to resolve conflicts generated/created by this project. The successful D-B Firm shall complete and submit to the City all Project reporting requirements.

The D-B 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 D-B Firm shall be responsible for reviewing and complying with the approved National Environmental Policy Act (NEPA) documentation (draft documents included as Attachments P-A1 through P-A4), including any project commitments made within the following technical documents:

- Type 1 Categorical Exclusion and Section 4(f) forms
- Cultural Resources Assessment Survey (CRAS)
- Contamination Survey Evaluation Report (CSER)
- Natural Resources Evaluation (NRE)

The NEPA technical documents listed above have been submitted to FHWA for review and approval. The approval is expected to occur during the procurement process, approximately February 27, 2023, but prior to submittal of the D-B Firm's technical proposals. Any changes to the final approved NEPA documents will be provided via addendum to the shortlisted firms when they are available. All design criteria and environmental commitments included within the approved NEPA documentation must be incorporated into this project and accounted for in the technical and price proposals.

The D-B Firm may propose changes which differ from the approved NEPA documentation, however the D-B Firm will be responsible for coordinating with the City and providing engineering /environmental information, or other documentation support, required to complete the re-evaluation of the approved NEPA documentation. The D-B Firm will not be compensated for any additional costs or time associated with re-evaluation(s) resulting from its proposed design changes.

The D-B 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 City's Project Manager in a timely manner to allow for independent investigation/verification by the City.

The D-B 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 facia evidence that the D-B Firm has made an examination as described in this provision and conducted any additional investigation deemed necessary by the D-B Firm to fully complete their informed proposal.

The D-B Firm shall demonstrate appropriate project management practices while working on this Project. These include communication with the City, THEA and others as necessary, management of time and resources, and documentation.

The D-B Firm will provide litter removal and mowing within the project limits of each segment. Begin litter removal and mowing when directed by the City Project Manager and continue every 30 days, unless otherwise directed by the City Project Manager. Continue litter removal and mowing of each Project section until final completion and acceptance of maintenance by the appropriate City Department(s).

C. City Responsibility

The City 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. Services provided by the City do not replace related services to be provided by the D-B Firm. The City will provide Project specific information and/or functions as outlined in this document. The City shall have oversight, review, and approval authority of the permitting process.

While the D-B Firm may provide additional engineering and environmental information, the City will determine the environmental impacts and coordinate with the appropriate agencies during the preparation of NEPA re-evaluations. Such re-evaluations will be processed by the City for approval by the FHWA.

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

II. Schedule of Events.

Refer to the Schedule of Events in Section 2.4 of the Request for Qualifications (RFQ) for this project procurement timeline. There will be opportunities for Alternative Technical Concepts (ATC) to be proposed as well as clarifying questions that may be submitted to the City. The D-B Firm will be required to present their Technical Proposal to City staff prior to submission of their Price Proposal. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. D-B Firms will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated for submission of items or for other actions on the part of a D-B Firm shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated may cause a D-B Firm to be disqualified.

III. Threshold Requirements.

A. Qualifications

Refer to the RFQ for qualification requirements.

B. Non-Responsive Proposals

Proposals found to be non-responsive may be rejected at the City's discretion. Proposals may be rejected if found to be in nonconformance with the requirements and instructions within this RFP. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines, and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among D-B Firms, obvious lack of experience or expertise to perform the required work, City-determined significant inconsistencies with statements of qualifications (SOQs), 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 D-B Projects are those proposals wherein the same Lead Design Firm is identified in more than one proposal), failure to perform or meet financial obligations on previous contracts, employment of

unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Department of Labor's System for Award Management (SAM) list.

The City will not give consideration to tentative or qualified commitments in the proposals. For example, the City 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 commitment.

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

C. Waiver of Irregularities

The City 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 D-B Firms. Minor irregularities are defined as those that will not have an adverse effect on the price of the Proposals by giving a D-B Firm an advantage or benefit not enjoyed by other D-B Firms.

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 City, at its 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 City be deemed to be a waiving of the Design and Construction Criteria.
4. The D-B Firm that 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. 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.

D. Modification or Withdrawal of Technical Proposal

D-B Firms 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 D-B Firm and not considered unless resubmitted by the due date and time. D-B Firms may also send a change in a 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.

E. Design-Build Contract

The City will enter into a Lump Sum contract with the successful D-B Firm. In accordance with Section V, the D-B Firm will provide a schedule of values to the City Project Manager for 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 D-B Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the RFP and attached Design Criteria.

IV. Equal Business Opportunity and City Apprenticeship Requirements.

The City of Tampa administers WBE/SBE/Equal Business Opportunity Outreach/Inclusion Program to promote the inclusion of Women/Minority Business Enterprise (WMBE) and Small Business Enterprises (SBEs) Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by WMBE and SBE Companies. To obtain a list of the City's Certified WMBE and SBE Companies, visit the Office of Equal Business Opportunity website at <http://www.tampagov.net/ebo>. Under Programs and Services select WMBE and SBE Directories. These directories include WMBE and SBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact:

City of Tampa Office of Equal Business Opportunity
Gregory Hart, Equal Business Opportunity Manager, ph: (813) 274-5522
Gregory.Hart@Tampagov.net.

Additional Companies may be located by utilizing Florida's Unified Certification Program link at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

The City's goal is to spend a portion of the contract dollars with MBE/WBE/SBE firms—as prime D-B Firms or as subcontractors. The City believes that this overall goal can be achieved through the normal competitive procurement process. The City encourages D-B Firms to actively pursue obtaining bids and quotes from Certified MBE/WBE/SBE firms. The City's aspirational goal for this contract, both design and construction phases is 15%.

A. Assignment and Sub-Contracting

No Awardee shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved Sub-Contracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of **All** Sub-Contractors/Consultants/Suppliers Solicited – **Form MBD 10**
- Schedule of **All** Sub-Contractors/Consultants/Suppliers to be Utilized – **Form MBD 20**
- Non-Discrimination Outreach & Inclusion Initiative – **Form MBD 50**

These MBD forms must be completed with D-B Firm's signature affixed, and submitted with the price proposal. Submittals that do not contain these forms will be deemed "non-responsive". For purposes of these forms, Subcontractor shall be defined as: a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the City/City's representative. Supplier shall be defined as: a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or

equipment in connection with a Contract awarded by the City/City's representative. A Supplier may be a regular dealer, distributor or manufacturer.

The successful D-B Firm must submit **Form MBD 30** with all invoicing or payment requests where there has been subcontracting rendered for the pay period.

B. Non-Discrimination In Contracting And Employment

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Successful D-B Firm shall comply with the following Statements of Assurance:

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

During the performance of this Contract, the Successful D-B Firm herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful D-B Firm understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful D-B Firm further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted and amended. . Tracking Diversity, Equity and Inclusion (DEI) outreach, inclusion and participation will be required under normal procedures according to the City's Equal Business Opportunity Project Specific Program - Aspirational Goal of 15%.

C. Equal Opportunity

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs), eligible Veteran Owned Small Businesses and eligible LGBT businesses will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, age, disability, familial status, marital status, sexual orientation, gender identity or expression. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, disability, familial status, marital status, sexual orientation, gender

identity or expression.

D. City Apprenticeship Requirements

All Bidders are made aware of City of Tampa Code of Ordinances Chapter 26.5-211 through 26.5-216 (https://library.municode.com/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH26.5EQBUOPPR_ARTIVAPRECOCO), which establishes the minimum use of Apprentice Labor for large construction projects. Note that the requirements extend to all horizontal construction projects, including the one being contemplated here, after September 22, 2022. Code requires at least twelve (12) percent of the labor hours performed in a trade(s) for which registered apprenticeship programs or on-the-job training programs exist, including all work performed pursuant to change orders, must be performed by apprentices employed by the contractor or subcontractors, with required documentation provided to the city as set forth in section 26-215. D-B Firms shall develop a Workforce Development Plan for this project within forty-five days after the Notice to Proceed is issued. The City's Design-Build Workforce Development Framework posted at <https://www.tampa.gov/contract-administration/info> is to be used to develop the Workforce Development Plan. The City Workforce Tracking Reporting Form can be found at <https://www.tampa.gov/document/workforce-contractor-tracking-reporting-form-90481>

V. Project Requirements and Provisions for Work.

A. Governing Regulations:

The services performed by the D-B Firm shall be in compliance with all applicable Manuals and Guidelines including the City, FDOT, FHWA, AASHTO, NACTO 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. The current edition is defined as the edition in place and adopted by the City 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 D-B 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 at the time the bid price proposals are due in the City Office. It shall be the D-B 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, and as described by the Design Criteria:

1. City of Tampa, Transportation Technical Manual
<https://www.tampa.gov/document/%C2%A0transportation-technical-manual-9401>
2. City of Tampa Stormwater Technical Standards Manual
<https://www.tampa.gov/document/stormwater-technical-standards-manual-public-development-projects-25956>
3. City of Tampa Stormwater Division Standard Details
<https://www.tampa.gov/document/stormwater-standard-details-25946>
4. City of Tampa Technical Standards Guideline for Construction of Wastewater Facilities
<https://www.tampa.gov/document/technical-standards-14061>
5. City of Tampa Water Department Technical Manual
<https://www.tampa.gov/document/water-technical-manual-17416>

6. National Association of City Transportation Officials (NACTO) Urban Street Design Guide
<https://nacto.org/publication/urban-street-design-guide/>
7. NACTO Urban Bikeway Design Guide
<https://nacto.org/publication/urban-bikeway-design-guide/>
8. AASHTO Guide for the Development of Bicycle Facilities
<https://store.transportation.org/item/collectiondetail/116>
9. AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition, 2015 Interim Revisions
<https://store.transportation.org/Item/PublicationDetail?ID=2333>
10. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
11. Florida Department of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>
12. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
13. Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
14. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
15. Florida Department of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>
16. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
17. The U.S. Access Board Proposed Rights-of-Way Guidelines for Accessibility (PROWAG)
<https://www.access-board.gov/prowag/>
18. *Florida Accessibility Code for Building Construction*
<https://www.floridabuilding.org/fbc/information/accessibility.htm#program>
19. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
20. 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
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 Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
24. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
25. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

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 City policies. For the purposes of this project, innovation aspects may include, but not be limited to:

- Innovative Construction Techniques that result in improved project delivery
- Innovative project scheduling that results in early project delivery

1. Alternative Technical Concept (ATC) Proposals

The City has chosen to incorporate in the D-B method of project delivery the process whereby D-B Firms may propose technical solutions for the City'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 D-B project delivery method and the ATC process.

The ATC process allows more effective designs, technology, materials, and construction methods, compared to the RFP requirements and still providing the best value for the public. Any deviation from the RFP that the D-B 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 City for consideration through the ATC process. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the City. 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 City will keep all ATC submissions confidential prior to the Final Selection of the D-B Firm to the fullest extent allowed by law, with few exceptions. The City will endeavor to maintain confidentiality of the D-B Firm's specific ATC proposal(s). Prior to approving ATC's which would result in the issuance of an Addendum, as determined by the City, the D-B Firm will be given the option to withdraw previously submitted ATC proposals.

The City may deem a Proposal Non-Responsive should the D-B Firm include but fail to present and obtain City approval of the proposed alternates through the ATC process.

2. One-on-One ATC Proposal Discussion Meetings

One-on-One ATC discussion meeting will be held in order for each D-B Firm to describe any proposed

changes to supplied basic configurations, project scope, design criteria, and/or construction criteria. Each D-B Firm with proposed changes must attend a required One-on-One ATC discussion meeting to describe their proposed changes. The D-B Firm shall provide, by the deadline shown in the Schedule of Events (see RFQ Section 2.4), 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 City 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 City 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 a formal ATC submittal. The meeting should be between representatives of the D-B Firm and/or the D-B Engineer of Record and City staff as needed to provide feedback on the ATC proposal. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the City will advise the D-B 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 City will return all handouts back to the D-B 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.

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 City 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 City;
- 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 City will hold one on one meetings to discuss the concepts. The City will then review the concepts and notify via email as to whether the ATC is acceptable, not acceptable, or requires additional information. If the review will require additional time, the D-B Firm will be notified with an estimated timeframe for completion. If the City determines that more information is required for the review of an ATC, questions should be prepared by the City, to request and receive responses from the D-B Firm.

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

The City reserves the right to disclose to all D-B 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 City determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

Through the ATC process, the D-B Firm may submit, and the City may consider, modifications to the Design Criteria or other contract requirements that will provide an engineering solution that is better overall in terms of project success. The approval of ATCs related to these modifications is at the sole discretion of the City. It is the D-B Firm's responsibility to clearly establish in the ATC process how the solution provides a benefit to the City and identify areas of conflict outlined in the RFP.

ATC's are accepted by the City at the City's discretion and the City reserves the right to reject any ATC submitted. The City 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 City approvals of ATC submissions are based upon the known impacts on the Project at the time of submission. The City 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 City's initial approval of the ATC.

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

The D-B Firm will have the option to include any City Approved ATCs 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 D-B Firm agrees, if it is not selected, to disclosure of its work product to the successful D-B Firm, only after receipt of the designated stipend.

C. D-B Firm Commitments to the City:

The D-B Firm will be responsible for adhering to the project commitments identified below:

Jessica Lunsford Act/Security Clearance Requirements

The City will be installing fencing, where none exists, between the K-12 schools and the proposed trails in 2023. Proposed improvements at Tampa Preparatory School will be constructed within an easement upon school property. The City and TPS are researching a possible release from the JLA requirements since the work area will be separated from campus by a security fence. If a release is not granted, then the D-B Firm and all of its subcontractors performing work on TPS property (including the easement) must meet level 2 background screening requirements as described in Florida Statute 1012.32.

Additional Insured

The D-B Firm will be working within easements not wholly owned by the City and will include as an "additional insured" on all casualty, liability, workers' compensation, contractor's or other insurance required by the below entities in connection with the construction of the project. Builder's risk coverage shall be no less than \$1,000,000.00 bodily injury/property damage combined, single-limit for each occurrence and general liability coverage shall be no less than \$2,000,000.00 each occurrence and aggregate covering bodily injury, death and property damages. Further, all of the required insurance shall contain a severability of interest provision and provide a minimum of thirty (30) days prior written notice in the event of any proposed termination or change in terms of coverage. Finally such insurance shall be primary to any insurance carried by the entities. The Design Build Firm shall indemnify the following for any claims, actions or demands, property damage or personal injuring arising solely and directly out of this project's construction, maintenance and use of the easement properties.

- Tampa Preparatory School, Inc.
- Areit Manor Riverwalk, LLC
- University of Tampa

Environmental Commitments

The D-B Firm will adhere to all environmental commitments as listed in the Project Commitment Record (PCR) located within the Categorical Exclusion documents (Attachment P-A1). Please note that the PCR is subject to change until NEPA is approved by FHWA. Any changes will be detailed in an Addendum to the RFP.

D. Permits:

All necessary Project permits shall be obtained by the D-B Firm. Below is a list of anticipated permitting authorities. This list is not intended to be all-inclusive, and additional permit authorities may exert jurisdiction. It is incumbent upon the D-B Firm to confirm all resource agencies which will govern this

work:

- City of Tampa
- Florida Department of Transportation
- Tampa Hillsborough Expressway Authority
- Tampa Port Authority
- US Army Corps of Engineers
- Florida Department of Environmental Protection
- Southwest Florida Water Management District
- Hillsborough County

The D-B Firm shall be responsible for modifying the issued permits as necessary to accurately depict the final design. The D-B Firm shall be responsible for any necessary permit time extensions or re-permitting in order to keep the permits valid throughout the construction period. The D-B Firm shall provide the City with draft copies of 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 City prior to submittal to the agencies.

Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the D-B Firm. Preparation of complete permit packages will be the responsibility of the D-B Firm. The D-B Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the City is responsible for reviewing, approving, and signing, permit application packages including all permit modifications, or subsequent permit applications. Once the City has approved a permit application, the D-B Firm is responsible for submitting the permit application to the permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the permitting agencies shall be sent to the City Project Manager. If any agency rejects or denies the permit application, it is the D-B Firm's responsibility to make whatever changes are necessary to ensure the permit application is approved. The D-B Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the permits valid throughout the construction period. The D-B Firm shall provide the City 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 City prior to submittal to the agencies.

The D-B Firm will be required to pay all permit and public notice fees. Any fines levied by permitting agencies shall be the responsibility of the D-B Firm. The D-B Firm shall be responsible for complying with all permit conditions.

Any wetland mitigation required due to design modifications proposed by the D-B Firm shall be the responsibility of the D-B Firm. The D-B Firm shall be solely responsible for all costs associated with permitting activities and shall include all necessary permitting activities in their schedule.

E. Railroad Coordination:

The D-B Firm will coordinate with CSX Transportation, Inc., make application and obtain, any necessary CSXT railroad permitting and approvals that will be required for this project. The D-B Firm will most likely have to enter into, a Preliminary Engineering Agreement with CSX Transportation Inc. relative to the existing railroad crossing on Platt Street. Dynamic envelope markings for safety will be necessary on the Platt St railroad crossing. The reconfiguration of the roadway and proposed Maintenance of Traffic may also affect the railroad crossing. The D-B Firm as the payor, should

enter into all CSXT agreements directly. If the D-B Firm is disallowed by CSXT from solely executing any necessary CSXT Preliminary Engineering and Construction Agreements, the City agrees to enter into a Tri-Party CSXT Agreement, and will execute any necessary Tri-Party CSXT Agreement through City Council and the Mayor. Any necessary CSXT estimated funding and payment via 'Advance Payment in Full' for the CSXT Agreement is to be funded by this BUILD Grant project. Upon execution and NTP from CSXT, the D-B Firm will deposit required funds equal to CSXT's estimate according to the agreement.

The CSXT agreements have multiple requirements for design approval, construction approval, coordination, written Work Start notice on CSXT property, construction contractor proof and maintenance of required CSXT insurance policies, CSXT Flagging, protective devices, executed Contractor's Acceptance document, etc. Contractor shall follow the CSXT Public Project Information Manual (<https://www.csx.com/index.cfm/library/files/about-us/property/public-project-manual/>). All costs for CSXT flagging shall be borne solely by the contractor. CSX flagging requests (Attachment P-A8) can require long lead times, typically 45-90 days. ONE CALL services do not locate buried railroad signal and communication lines. Railroad signal staff will locate and paint mark or flag railroad underground signal, communication, and power lines in the areas to be disturbed.

Although there is an existing improved crossing on this project's trail south of Cass Street, it is not anticipated that this BUILD project will have involvement with the CSXT railroad right of way or track intersecting University Drive, UT's private driveway south of Cass Street. Any improvements at Cass Street will remain within the City's road right-of-way. South of the CSX RR right-of-way, any improvements shall remain within the University of Tampa easement for the public trail.

F. Survey:

The D-B Firm shall perform all surveying (Terrestrial, Marine, 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 City Surveyor in a City approved digital format, readily available for input and use in AutoCAD Civil 3D Design files. All surveying and mapping work must be accomplished in accordance with the City's general requirements.

Survey, to be performed by the D-B Firm, will be in Florida State Plane Coordinate System NAD 83/90 adjustment horizontal datum, and NAVD 1988 vertical datum and/or National Geodetic Vertical Datum of 1929 (NGVD 29). Any conversion between vertical datums must be approved in writing, to include the methodology of said conversion. The survey information shall be provided in AutoCAD Civil 3D format compatible to the version currently used by the CITY. Conversions from other CADD softwares will not be accepted. No scanning, LIDAR or GPS may be used for data collection.

City Survey Control Sheets are available within Attachment P-A5.

G. Verification of Existing Conditions:

The D-B Firm shall be responsible for verification of existing conditions, including research of all existing City records and other information.

Debris was encountered at the mouth of the Hillsborough River during construction of the eastern Riverwalk. The successful D-B Firm may encounter debris in the river bottom during construction of the pedestrian bridges, however debris was not encountered on the west side of the river during the muck

probing conducted by the City.

By execution of the contract, the D-B Firm specifically acknowledges and agrees that the D-B Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the D-B Firm; and that any information that is herein being provided as reference material is merely to assist the D-B Firm in completing their own 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 provided by the City.

H. Submittals:

The City will utilize e-Builder software (<https://www.tampa.gov/contract-administration/e-builder>) for this project. E-Builder is a cloud-based construction program management solution for capital project and will be utilized for electronic document submittals and approvals.

1. Component Submittals:

The D-B 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. The D-B Firm's Schedule shall allow for up to thirty five (35) calendar days review time for the City's review of all submittals. In accordance with the FDOT Design Manual, components of the contract plans set are roadway, signing and pavement marking, lighting, landscape, architectural, and structural.

The D-B Firm may divide the Project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review. Submittals for Category 1 bridges are limited to foundation, substructure, and superstructure.

Bridge (as defined in the FDM Section 121.3.2) submittals shall contain the following:

- Plan sheets for the submittal 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 100% component submittals.

2. Phase Submittals:

The D-B Firm shall provide electronic documents for each phase submittal listed below to the City's Project Manager. The particular phase shall be clearly indicated on the documents. The City's Project Manager will send the documents to the appropriate office for review and comment. The City's Project Manager will provide written approval to the Firm once all comments have been satisfactorily resolved, as determined by the City.

All comments shall be resolved to the City's satisfaction prior to making the next phase submittal

a. 60% Phase Submittal Requirements

1 copy of 11" X 17" plans (all required components)
1 copy of draft geotechnical report
1 copy of draft Bridge Hydraulic Report
1 copy of design documentation
1 copy of draft Specifications and Technical Special Provisions
1 copy of draft Bridge Load Rating Calculations
1 copy of draft Bridge Load Rating Summary Detail Sheet
1 copy of draft Load Rating Summary Form
The City will designate in the review comments if the next submittal will be a resubmittal of the 60% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the 100% Submittal.

b. 100% Phase Submittal Requirements

1 copy of 11" X 17" plans (all required components)
1 copy of signed and sealed geotechnical report
1 copy of signed and sealed Bridge Hydraulic Report
1 copy of design documentation
1 copy of Specifications and Technical Special Provisions
1 copy of Bridge Load Rating Calculations
1 copy of Completed Bridge Load Rating Summary Detail Sheet
1 copy of Load Rating Summary Form
1 copy of Sequence of Construction and Maintenance of Traffic Plans
The City will designate in the review comments if the next submittal will be a resubmittal of the 100% phase submittal or if the plans and supporting calculations are significantly developed to proceed toward construction.
Significant changes (as determined by the City) made as a part of the 100% submittal, that were not reviewed or provided in response to the 60% submittal comments, may require an additional review phase.

3. Requirements to Begin Construction:

The City's approval of each portion of the Project's 100% plans authorizes the D-B Firm to proceed with construction of that specific portion only. The City's review of submittals is to assure that the D-B 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 City's review is not meant to be a complete and detailed review. No failure by the City 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 D-B Firm's entitlement to additional monetary compensation, time, or other adjustments to the contract. The D-B Firm shall cause the Engineer of Record to resolve the items that are not in compliance with the contract, errors and/or omissions, and at no additional cost to the City. All revisions are subject to the City's review and approval.

4. As-Built Requirements

The D-B Firm's EOR 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.

D-B 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 D-B Firm or the City in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for City review and acceptance as a condition precedent to the City's issuance of Final Acceptance.

The City shall review and accept the D-B Firm's As-Built Plans prior to issuing Final Acceptance of the project

The D-B Firm shall furnish to the City, upon Project completion, the following electronically:

- Electronic CAD files of 11” X 17” signed and sealed As-Built plans, drawings
- One set, both hard copies and electronic files of final documentation (if different from final component submittal)
- One set, both hard copies and electronic files, per City format of survey information, including electronic files and field books
- One final Project submittal containing the information above shall be electronic in both .pdf and .dwg formats

I. Contract Completion Dates

- Substantial Completion: December 31, 2026
- Final Invoice: May 28, 2027
- Final Completion: June 30, 2027

J. Project Schedule:

The D-B Firm shall submit a project schedule for the City's review and approval. The D-B Firm's Schedule shall allow a minimum of at least thirty five (35) calendar days (excluding weekends and City observed Holidays) review time for the Stakeholder and City's review of all submittals.

Special Events may impact certain segments of work, and shall be accommodated in the project schedule. Special Events may include but are not limited to:

- Tampa Bay Lightning home games
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest

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

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Design Survey
- Submittal Reviews by the City and FHWA

- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design (60%, 100%)
- Foundation Construction
- Substructure Design (60%, 100%)
- Substructure Construction
- Superstructure Design (60%, 100%)
- Superstructure Construction
- Living Shoreline Design
- Living Shoreline Construction
- Roadway/Trail Design
- Roadway/Trail Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Landscape Plans
- Permit Submittals
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Plant Material Maintenance and Establishment Period(s)
- Additional Construction Milestones as determined by the D-B Firm
- Final Completion Date for All Work

K. Meetings and Progress Reporting:

1. City of Tampa Meeting/Progress Requirements

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

- City technical issue resolution
- Local government agency coordination
- Permit agency coordination
- Scoping Meetings

During design, the D-B Firm shall meet with the City's Project Manager on a monthly basis at a minimum and provide a one month look ahead of the activities to be completed during the upcoming month.

During construction, the D-B Firm shall meet with the City's Representative on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The D-B Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

2. Federal Reporting Requirements

As a condition of grant funding for this project, the City of Tampa is required to produce quarterly progress reports for submission to USDOT. The Design Build Firm will assist the City in preparing these reports by providing necessary, accurate data and project information in a timely manner, throughout the duration of the project. The following list enumerates the required sections in these reports.

- i. Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget.
- ii. Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
- iii. Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. In general, issues and administrative requirements that could have a significant or adverse impact to the project's scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda.
- iv. Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
- v. Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:
 - Current overall project completion percentage vs. latest plan percentage.

- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

vi. Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

L. 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 D-B Firm will be responsible for maintaining a proactive, robust, and transparent community outreach program to keep the neighborhoods, neighboring communities and project stakeholders continuously informed of project status, project information, and construction scheduling and impacts. The Firm shall also, in a timely manner, react, respond to, and address any concerns during construction.

Contact with neighborhood associations, residents, schools, and retail/commercial businesses is necessary throughout the design and construction phases of the project. Inquiries and questions about design and construction will be handled by the D-B Firm, after coordination of the responses with the City. The D-B Firm will assist the City in the Public Involvement effort as described below.

At a minimum, the selected D-B Firm shall:

- Designate a project point of contact (Public Information Coordinator)
- Create a Community Awareness Plan (Level 2), with milestone schedule, upon contract execution
- Develop and maintain a project website to function as the public repository of public-facing, project-related documents and information, including the following web pages:
 - Project Overview Information (Fact Sheet, FAQs, Project Schedule, Project Videos)
 - BUILD Grant Documents
 - Detours and Alerts
 - How to Stay Informed (includes creation and maintenance of Project Contact Information including a dedicated Project Email, Project Hotline, and online contact form for submission of questions or comments)
- Develop and maintain appropriate signage, such as wayfinding and message boards, located throughout the project area
- Maintain a phone/e-mail/comment response log.
- Provide mailers to inform residents and property owners of the available resources and project schedules.

2. **Public Meetings:**

The D-B Firm shall manage, provide all supporting materials necessary for, and staff various public outreach efforts, which will include at a minimum:

- One project kick-off meeting
- Public information meetings in advance of commencing construction on Segments 3, 4, and 5

Additional public outreach efforts may also include:

- Presentations to Transportation Planning Organization (TPO) Committees
- Briefings for elected and appointed officials, as requested by the City
- Presentations to/meetings with other project stakeholders
- Open Houses
- Virtual Public Meetings/Hearings

The D-B Firm shall designate a Public Involvement Coordinator (PIC) who will be responsible for leading efforts in stakeholder engagement. The D-B Firm shall include attendance at two small group meetings/presentations per month and for the term of the contract to support the public involvement program. The following is a partial list of potential stakeholders in the West River District Project:

- Related Group – Rome Yard
- City Public Housing
- Manor Riverwalk (Underpass tie-in to existing section)
- Lafayette Place (Tie-in location in Plant Park at the Univ. of Tampa)
- University of Tampa
- Tampa Preparatory School
- FDOT
- Hillsborough County School Board
- Hillsborough County Public Works Dept.
- Hillsborough County Engineering & Operations (Bridge Management)
- Tampa-Hillsborough Expressway Authority (THEA)
- TECO

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

3. Public Workshops, Information Meetings:

The D-B Firm shall provide all the support services listed in No. 2 above. All legal/display advertisements announcing workshops, information meetings, and public meetings will be prepared and paid for by the D-B Firm.

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

4. Public Involvement Data:

The D-B Firm is responsible for the following:

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

The D-B Firm shall provide records of all public correspondence, written or verbal, to the City throughout the life of the Project.

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

M. Engineers Field Office: Not required.

N. Payments:

The D-B Firm is responsible for submitting monthly progress estimates requesting payment. Monthly progress estimates submitted for payment, shall be based on the completion of actual work to-date or percentage of completion of tasks as defined in the Schedule of Values. Final payment will be made upon final acceptance by the City of the D-B Project. Tracking Diversity, Equity and Inclusion (DEI) outreach, inclusion and participation will be required under normal procedures according to the City's Equal Business Opportunity Project Specific Program - Aspirational Goal of 15%. The D-B Firm must submit the Schedule of Values to the City for review and approval. No monthly progress estimates requesting payment shall be submitted prior to City's review and approval of the Schedule of Values.

The City will utilize e-Builder software (<https://www.tampa.gov/contract-administration/e-builder>) for estimates and payments.

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

The Schedule of Values approved by the City will be the basis for determining each monthly progress estimate and the final estimate. The work completed will be compared with the Project schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work, as itemized in the Schedule of Values. The D-B Firm shall assign the Schedule of Values to the activities in the CPM schedule for City review and approval. The assignment of values to scheduled activities must be approved by the City prior to the first monthly progress estimate and prior to any invoicing by the D-B Firm.

O. Computer Automation:

The Project shall be developed utilizing native AutoCAD drafting and design systems (ACAD) (Attachment P-A23), AutoCAD Civil 3D, latest version, in order to facilitate the development of the contract plans. The City supports AutoCAD Civil 3D as its standard graphics and roadway design platform. D-B Firm will furnish signed and sealed As-Built documents for all construction-related components of the Project. It is the responsibility of the D-B Firm to obtain and utilize current versions of AutoCAD Civil 3D. Microstation software, including conversions from Microstation to AutoCAD, will not be accepted by the City.

The D-B Firm will be required to furnish the Project's ACAD files to the City after the plans have been approved by the City for Construction. The D-B Firm will be required to submit final documents and files which shall include complete ACAD design and coordinate geometry files in AutoCAD design files format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into AutoCad Civil 3D design files. Use the cloud revision utility as well as an "AB" revision triangle to denote field conditions on plan sheets.

P. Construction Engineering and Inspection:

The City, or its representative, is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

THEA, FHWA/USDOT, and certain stakeholders, as necessary, shall maintain their rights to inspect construction activities and request any documentation from the D-B Firm to ensure quality products and services are being provided. All activities will be coordinated through the City.

Q. Testing:

The D-B Firm or its representative are responsible for and will perform all required testing including 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 City Materials Testing Frequency (P-A22). All other materials not covered in the City Materials Testing Frequency shall follow FDOT Standard Specification testing requirements. The City reserves the right to perform Quality Assurance (QA) testing or oversight of testing procedures.

R. Durable Construction:

The D-B Firm may optionally provide features with extended durability beyond the specifications or design life, or increase warranties, for the following items:

- Roadway features
- Roadway drainage systems,
- Superstructure
- Substructure
- Paint systems
- Concrete defects
- Structural steel defects
- And any other products or features the D-B Firm desires.

If provided, the D-B Firm shall develop the extended durability criteria, measurable standards, and remedial work plans in the D-B Firm's Technical Proposal for features proposed by the D-B Firm.

S. Adjoining Construction Projects:

The D-B 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 the City, other regional and state agencies, or private entities. Adjoining construction projects include, but are not limited to:

- City of Tampa: Related Urban's private development (Rome Yard)
- Heights Development Agreement-including West Heights
- Tampa Hillsborough Expressway Authority (THEA): South Selmon Expressway (SR618) Widening (<https://southselmonpde.com/>)
- Hillsborough County: CIP 69631105 West / East Columbus Drive Resurfacing from Dale Mabry Highway to Nebraska Avenue – Tentatively funded for possible construction in the County's FY 24
- Platt Street Striping and Signalization

- Cass St. and Brorein St. Bridge Rehabilitation Projects (designed/unfunded)

The D-B 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.

VI. Design and Construction Criteria.

A. General:

Refer to the Design Criteria Package (Attachment P-A6) for further Design and Construction Criteria minimums.

The following Utility Agency/Owners (UAO's) have been identified as having facilities within the Project corridor for which the City contemplates an adjustment, protection, or relocation is possible.

Table A - Summary of UAO having facilities within the Proposed Project Limits

Company	Address	Contact
AT & T/ DISTRIBUTION	712 FLORIDA AVE, COCOA, FL 32922	407-353-3840
ATT / T	2901 W BUSCH BLVD., SUITE 711, TAMPA, FL 33618	610-200-3365
CenturyLink	1025 ELDORADO BLVD, BROOMFIELD, CO 80021	877-366-8344 Ext: 2
CROWN CASTLE NG	1500 CORPORATE DR, CANONSBURG, PA 15317	888-632-0931 Ext: 2
FIBERLIGHT LLC.	6089 JOHNS RD SUITE 7, TAMPA, FL 33634	813-877-7185
Frontier Communication	3712 W. Walnut Street, Tampa, FL 33607	813-875-1014
MCI/ Verizon Business	3301 MATRIX DR, RICHARDSON, TX 75082	800-624-9675 Ext: 2
SPECTRUM SUNSHINE STATE, LLC	4145 S FALKENBURG RD, RIVERVIEW, FL 33578	727-329-2951
TAMPA ELECTRIC COMPANY	P.O. BOX 111, TAMPA, FL 33601	813-275-3037
TAMPA WATER DEPARTMENT	1104 E. TWIGGS SUITE 200, TAMPA, FL 33602	813-274-8066
TAMPA WATER DEPARTMENT-SEWER	32545 GUY N VERGER BLVD, TAMPA, FL 33605	813-274-8095
TECO PEOPLES GAS- TAMPA	8416 PALM RIVER RD, TAMPA, FL 33619	813-275-3783
TRANSCORE FDOT	6021 ORIENT RD, TAMPA, FL 33610	813-620-3983 Ext: 320
UNITI FIBER LLC	107 ST FRANCIS ST, SUITE 1800, MOBILE, AL 36602	251-214-7059

VERIZON WIRELESS	7701E TELECOM PKWY, TEMPLE TERRACE, FL 33637	Fiber.Dig@CrownCastle.com
ZAYO GROUP / FORMERLY LIGHTWAVE, LLC	130 N MAIN ST, BUTTE, MT 59701	406-496-6510

The D-B Firm will request the utilities to be relocated to accommodate all design and any changes from the conceptual plans; however, these relocations require the City’s approval and the City will not pay the Utility Agency Owner (UAO) or the D-B Firm for the utility relocation work regardless of the UAO's eligibility for reimbursement.

Design and Construction of City Utilities:

The Project shall include performance of all of the City’s utility work (design, new construction, adjustment, relocation work, including permits for all work related to utilities) as specified in this RFP in accordance with City Standards and Specifications. The D-B Firm shall perform all final design and all necessary relocation, adjustments, and removals for the utility work as per the performance and specifications of all City utility work. The D-B Firm shall coordinate with the City for all design approvals. The D-B Firm shall be the EOR for necessary City utility work, obtain all required permits and also be responsible for signing and sealing utility construction As-Built plans.

If the D-B Firm chooses to deviate from the conceptual plans and the scope causes a greater impact to a City utility, the D-B Firm shall be solely responsible for all increased costs incurred by the utility.

The relocation agreements, plans, work schedules and permit application are to be forwarded to the City for review by the City’s Representative. The City’s Representative only reviews the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the City Right of Way Management office for the permit to be signed and recorded or submitted through the Accela system.

B. Project Plans:

General:

The D-B Firm shall prepare the Roadway and Trail Plans Package. This work effort includes but is not limited to the roadway and trail design and drainage analysis needed to prepare a complete set of Roadway and Trail Plans, Temporary Traffic Control Plans, Environmental Permits and other necessary documents.

Design Analysis:

The D-B Firm shall either utilize the Design Criteria Package (Attachment P-A6) including Typical Sections and comply with the same, or via the ATC process, develop and submit a different signed and sealed Typical Section Package for review and concurrence by the City. The D-B Firm shall develop and submit a signed and sealed Pavement Design Package and Drainage Analysis Report for review and concurrence by the City.

Any deviation(s) from the City’s design criteria will require a Design Exception by the City Chief Design Engineer. All such Design Exceptions must be reviewed and approved by the City prior to any work being undertaken for that design element. The City is under no obligation to approve any Design Exceptions, beyond those that are allowed to proceed as part of the D-B Firm’s approved Technical

Proposal and/or approved ATC's. Any elements not specifically specified must meet or exceed the minimum standards of the specifications.

C. Roadway and Trail 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/Trail Typical Section(s)
 1. Pavement Description (Includes milling depth)
 2. Minimum lane, shoulder, path, median widths
 3. Slopes requirements
 4. Barriers/Fencing
 5. Right-of-Way
- Data Sheet
- Design Speed

2. Pavement Design Package:

- Pavement Design per FDOT Standard Pavement Design Package

The D-B Firm shall use the FDOT Flexible or Rigid Pavement Design Manual to develop pavement designs. Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.

3. Drainage Analysis:

The D-B Firm shall be responsible for designing any additional or modified drainage and stormwater management systems. All design work shall be in compliance with the City's Stormwater Technical Standards Manual 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, underdrains, edge drains, roadway ditches, outfalls, storm sewers, retention/detention facilities, , other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies and the City Stormwater Engineering Division will be required from the outset. Full documentation of all meetings and decisions are to be submitted to the City Stormwater section. These activities and submittals shall be coordinated through the City's Project Manager.

The exact number of drainage basins, outfalls, and water management facilities (retention/detention areas, weirs, etc.) will be the D-B Firm's responsibility.

If the D-B Firm prefers to abandon in-place any drainage structures or culverts, approval must first be obtained from the City. The existing drainage structures and culverts approved by the City to be abandoned in-place shall be filled completely with flowable fill prior to abandonment. All abandoned drainage structures and culverts shall be depicted on the As-Built Record Plans.

Positive drainage shall be maintained throughout the Project. Positive drainage includes eliminating any adverse impacts to offsite properties resulting from increased stages or flow rates except where agreements are in place to accept increased flows. Positive drainage also means providing conveyance where construction activities might divert or trap water and compromise safety and efficiency, including locations on offsite properties.

Stormwater collected by bridge scuppers shall not be permitted to freely discharge onto travel lanes, shoulders, bicycle lanes, sidewalks, or waterways below, or other areas that may be susceptible to erosion.

Heavy equipment shall not be operated close enough to pipe endwalls, headwalls, or other structures to cause their displacement.

All offsite runoff shall be accommodated in accordance with City criteria and all regulatory agency criteria as specified in the Contract Documents. All historical flow patterns for offsite flows shall be maintained.

Maintenance of stormwater management facilities during construction shall be the responsibility of the D-B Firm, except as otherwise expressly provided in the Contract Documents. The D-B Firm shall be responsible for all corrective actions required by the regulatory agencies including payment of all fees and fines.

All connected outfalls of adjacent drainage systems or properties shall be maintained throughout the duration of the contract. Connected outfalls shall comprise all underground and above-ground systems including over land flow.

Perform design and generate construction plans documenting that the permitted systems function to criteria.

The D-B Firm will utilize materials in accordance with the City's Stormwater Manual Criteria.

Prior to proceeding with the Drainage Design, the D-B Firm shall meet with the City Stormwater Engineer. The purpose of this meeting is to provide information to the D-B Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur at least fifteen (15) calendar days (excluding weekends and City observed holidays) prior to any submittals containing drainage components.

The D-B Firm shall provide the City's Stormwater Engineer a signed and sealed Drainage Design Report. It shall be an As-Built Plan of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

G. Geometric Design:

The D-B Firm shall prepare the geometric design for the Project using the Governing Regulations of Section V(A) and criteria that are most appropriate with proper consideration given to safety, 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 D-B Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or City standards.

H. Structure Plans:

1. **Bridge Design Analysis:**

- a. The D-B Firm shall submit to the City final signed and sealed design documentation prepared during the development of the plans.
- b. The D-B Firm shall ensure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 100% bridge plans.
- c. The D-B Firm shall "Load Rate" all bridges in accordance with the FDOT 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 City for review with the 100% superstructure submittal. The Bridge Load Rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida.
- d. The D-B Firm shall evaluate scour on all bridges over water using the procedures described in HEC 18.
- e. 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 D-B 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) and the Design Criteria package.
- b. Pile Driving (including sheet pile) shall only occur between 7:00 a.m. and 7:00 p.m. Monday through Saturday.

I. Living Shorelines Design

Refer to the Design Criteria Package (Attachment P-A6) for Design and Construction Criteria related to Living Shorelines.

J. Specifications:

City Specifications (Attachment P-A16) may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by City Specifications, and shall not be used as a means of changing

City Specifications.

The D-B Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Special Provisions and Supplemental Specifications, 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 D-B Firm's EOR.

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

K. Shop Drawings:

The D-B Firm shall be responsible for the preparation of all Shop Drawings. For any submittals not specified elsewhere, the minimum submittal requirements for each material defaults to the FDOT minimum standard submittal requirements. All submittals are required to be reviewed by the City. Shop Drawing submittals to the City 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. Shop Drawings shall bear the stamp and signature of the D-B Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. All "Approved" and "Approved as Noted" Shop Drawings submitted to the City for review shall also include EOR QA/QC Shop Drawing check prints along with the EOR stamped set(s). The City shall review Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the D-B Firm. The City's procedural review of Shop Drawings is to assure that the D-B Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The City's review is not meant to be a complete and detailed review, but the City reserves the right to perform a more detailed review, as necessary. The D-B Schedule is to accommodate timely submission of Shop Drawing submittals plus sufficient time, a maximum of 14 calendar days, for City review and approval of each Shop Drawing.

L. Sequence of Construction:

The D-B Firm shall construct the work per the City approved construction schedule, in a logical manner and with the following objectives as guides:

1. Protect trees and tree canopy to the maximum extent possible before work begins and throughout the duration of the project.
2. 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.
3. Minimize the number of different Temporary Traffic Control Plan (TTCP) phases, i.e., number of different diversions and detours for a given traffic movement.
4. Open newly constructed segments with independent utility as soon as possible when it is in the best interest of the public and construction activity.

5. 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.
6. Coordinate with adjacent construction Projects and maintaining agencies.
7. Coordinate with THEA regarding construction sequencing of pedestrian bridge and Tony Jannus Park improvements that may be impacted by Selmon expansion. It is understood that the South Selmon Expressway widening project will be underway while this project proceeds.
8. Minimize disturbance of UT operations. Preferred work period is May 15th- September 1st.

M. Stormwater Pollution Prevention Plans (SWPPP):

The D-B Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The D-B Firm shall refer to FDOT'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 D-B 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 to the City for review and approval. The City approval must be obtained prior to beginning construction activities.

N. D-B Firm's Transportation Management Plan:

1. Comprehensive Strategy

The project's transportation management plan shall outline a comprehensive approach to providing mobility for all users throughout the duration of the project construction. The origins and destinations of travelers are to be considered and multimodal accommodations and communications are to be incorporated into the plan. The urban conditions shall be considered and enhanced mode choices made available through the existing pedestrian network, City partnerships with shared mobility providers, and Mobility as a Service (MaaS) technology.

2. Traffic Control Restrictions

The D-B Firm will comply with the City Smart Mobility permitting requirements for work within the rights-of-way and obtain and comply with the Construction Work Start permit(s) required from the City of Tampa. The City prioritizes the maintenance of traffic with pedestrian emphasis. High-quality, low-stress accommodations for pedestrians must be incorporated into construction sequences. Early works shall include enhanced crossings for multimodal paths before motorized lane capacity modifications. The City will establish lane closures in coordination with the D-B Firm as long as the multimodal paths are provided in advance.

The City may allow a variety of working hours based on the section of the project and the land use context. A residential area would be managed differently than a commercial area. Peak traffic inbound pattern would be managed opposite of an outbound pattern. The detailed MOT will be of significant value in project phasing and sequencing of construction. A lane may only be closed during active work periods. All lane closures, including ramp closures, must be coordinated with the City's Smart Mobility Chief Engineer and City Project Manager. Also, the D-B Firm shall develop the project to be able to provide for all lanes of traffic to be open in the event of an emergency. In General, NO LANE CLOSURES are

allowed on the Project during the special events shown in Section V.(K). The City's Special Events office must be coordinated with on each project segment. Lane closures may be allowed in some segments that are not affected by the listed events.

On and off ramps for the Selmon Expressway shall not be closed between the hours of 5 am to 9 am and 3 pm to 7 pm. All ramp closure requests must be approved by THEA in advance.

O. Environmental Services/Permits/Mitigation:

The D-B Firm will be responsible for preparing designs and proposing construction methods that are permissible. The D-B 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 D-B Firm, and will not be considered sufficient reason for a time extension or additional compensation.

P. Signing and Pavement Marking Plans:

The D-B Firm shall prepare signing and pavement marking plans in accordance with City criteria as shown in the governing regulations as listed in section V.A., and Design Criteria for approval by the City.

It shall be the D-B 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.

VII. Technical Proposal Requirements:

A. General:

Each shortlisted D-B Firm being considered for this Project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable the City to evaluate the proposed improvements, approach, and schedule of the D-B Firm to meet the Project's goals.

B. Submittal Requirements:

A Technical Proposal must be submitted electronically in PDF. 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 are not allowed. No macros will be allowed. Minimum font size of ten (10) shall be used.

Only upon request by the City, provide calculations, studies and/or research to support features identified in the Technical Proposal. This only applies during the Technical Proposal Evaluation phase.

Submit the Technical Proposal electronically in PDF format to: ContractAdministration@tampagov.net

Minimum information to be included:

Section 1: Project Approach

- Describe how the proposed design solutions and construction means and methods meet the project needs described in this RFP. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.
- Describe any innovations proposed by the D-B Firm related to design, construction or maintenance that improve safety, reduce costs or construction duration.
- Describe any additional features such as landscaping and hardscaping that will be permanently incorporated into the project.
- Provide the term, measurable standards, and remedial work plan for any proposed extended durability features or additional warranties. 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. Bar or Gantt charts may supplement the narrative. **Provide a scheduled completion date for the project.** This date will be used for assessing any liquidated damages for project delays. This date must be no later than December 31, 2026. If no completion date is provided in the technical proposal, the latest date of December 31, 2026 will be assumed.
- Provide a listing and description of any approved ATCs that are being included in the Technical Proposal.

Section 2: Plans

- Plan views of the proposed improvements shall be submitted electronically. Typical sections, special emphasis details, structure plans, etc., shall be provided on 11"x17" sheets. Provide Landscape Plan sheets that depict any proposed additional landscaping materials incorporated into the project beyond sod stabilization.

C. Evaluation Criteria:

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

Item	Value
1. Design	40
2. Construction	40
3. Innovation	10
4. EBO and Apprenticeship Initiatives	10
Maximum Score	100

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

1. **Design (40 points)**

This category will be evaluated based on the Firm's presentation of design concepts and understanding of project elements including, but not limited to the following:

- Safe systems approach to support Tampa's Vision Zero Policy
- Complete Street Plans and Sections
- Pedestrian Bridge layout, structural system, other details/components
- Trail layouts including conceptual grading
- Living shoreline system(s)
- Restoration/Improvement of Tony Jannus Park
- Structures design
- Drainage design
- Pavement design
- Environmental Design/permitting
- Minimizing impacts through design to:
 - Environment
 - Public
 - Schools
 - Adjacent Properties and Businesses
 - Structures
- Transportation Management Plan and Maintenance of Traffic Plan
- Incident Management Plan
- Aesthetics
- Utility Coordination and Design
- Design considerations which improve recycling and reuse opportunities
- Maintainability
- Context sensitive design including architectural elements/finishes
- Other Design innovations proposed by the D-B Firm

2. Construction (40 points)

This category will be evaluated based on the Firm's presentation of construction means and methods to deliver the required elements as proposed in their submitted Plans including, but not limited to the following:

- Safety
- Schedule
- Structures construction
- Roadway/Trail construction
- Drainage construction
- Maximizing pedestrian and bicyclist access during construction
- Minimizing impacts through construction to:
 - Environment
 - Public
 - Schools
 - Adjacent Properties and Businesses
 - Structures
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Implementation of the Transportation Management Plan and Maintenance of Traffic Plan
- Implementation of the Incident Management Plan
- Utility Coordination and Construction
- Phasing that prioritizes multimodal access over automobile capacity
- Maintaining access to adjacent properties

3. Innovation (10 points)

This category will be evaluated based on the Firm's presentation of Innovative Aspects such as the following:

- Shoreline systems that maximize benefits, minimize negative effects, and optimize the permitting process.
- Bridge structural system(s) that deliver the desired appearance, function, and durability while minimizing cost and schedule.
- Minimize or eliminate Utility relocations
- Improved Materials or innovative use of materials
- Warranties that exceed minimum material requirements to enhance durability of project components
- Additional landscaping, fixtures, and other items to enhance the trail user's experience
- Other Design or Construction innovations proposed by the D-B Firm

4. EBO Outreach/Inclusion and Apprenticeship Efforts (10 points)

The D-B Firm is to address the following in the Technical Proposal: plans to utilize either WMBE, DBE,

VOSB and/or SBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services.

Scoring within this category will be influenced by:

- Diversity of WMBE/DBE/VOSB/SBE subcontractors solicited and to be utilized (Form MBD 10/20)
- Percentage of proposal/scope committed to certified companies for subcontracting services.
- Outreach efforts as further detailed in Form MBD 50
- Outreach efforts that apply to both preconstruction and construction phases
- The overall weight of evidence in the proposal that specified the participation as substantive and meaningful to completing the project.
- Planned participation without ambiguity (e.g. percent of project scope or contract value). Simply marking “To Be Determined” (TBD) will not fully meet the intent and may receive lower points.

The D-B Firm is to address the following in the Technical Proposal: D-B Firm must detail how they will develop a **Workforce Development Plan (WDP)** for this project. Core elements to be included in the WDP are:

- Identifying trades/professional positions to be included in the WDP
- Recruiting and hiring of entry-level employees in the construction trades, project management, engineering, architecture, geotechnical, surveying, and public engagement
- Formalized, on-going career development and training programs for all trade and professional employment positions

See Section IV.D of this RFP for additional information on the City’s Apprentice Labor requirements.

D. Final Selection Formula:

The City 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 Proposal Score

The D-B Firm selected will be the D-B Firm whose adjusted score is the lowest.

The City 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. Additional Bidding Opportunities

The City has selected several enhancements that are being contemplated within the Project. The D-B Firm **shall** provide price proposals for each of the options listed below. This work is in addition to any requirements within the Design Criteria or proposed work included with the D-B Firm’s technical and base price proposal. Lump sum price shall include design, permitting, installation, and all appurtenant work.

1. **Electrical Receptacle System-** Provide duplex receptacles along Project Segments 1 and 2 every 200’ in stainless steel, weatherproof, lockable pedestals per the attached fixture

list. Receptacles shall be on dedicated circuit(s). Receptacles shall be controlled by the city-wide irrigation and lighting control system (see irrigation specifications)

2. **Quick Coupler System-** Provide a series of quick coupler valves with potable water service per the attached irrigation specifications and details. Valves shall be spaced approximately 150' as specified in the table below.

Location	# of Valves
Tony Jannus Park	4
Plant Park	4
Tampa Preparatory School	5
Blake High School	8
Blake Ball Fields	6
Stewart Middle School	6
MLK rec Complex	4

3. **Expanded Living Shoreline-** Construct an additional 1,500' of living shoreline on the west shore of Hillsborough River between Bayshore Blvd. and North Blvd. Locations shall maximize benefits and minimize potential conflicts with existing facilities such as docks, bridges and stormwater discharge. Price shall include maintenance and establishment of plant materials per specifications.
4. **Additional Trees-** Provide 75 additional understory and 75 additional canopy trees within the right-of-way along Rome Ave. Trees shall be installed and established per the Design Criteria Package and Planting & Irrigation Specifications. The price for additional trees shall include all pavement and other improvements necessary for the successful establishment and long term viability of trees.

Provide 150 additional understory trees and/or palm trees within the right-of-way of Platt St. Trees and palms shall be installed and established per the Design Criteria Package and Planting & Irrigation Specifications. Soil volume for palms shall be equal to or greater than understory trees. Palms shall have a minimum 16' clear trunk. The price for additional trees shall include all pavement and other improvements necessary for the successful establishment and long term viability of trees

These additive bids **will not** be used to calculate the adjusted score, ranking and selection of Firms. The City may use the price proposals to incorporate additional work, either individually or collectively, within the originally executed contract or through a subsequent contract modification. The additional price

proposals submitted by the D-B Firms as part of their original bid price proposal shall remain valid for six months after submission of bids.

F. Final Selection Process:

After the sealed bids are received, the City will have a public meeting for the announcement of the Technical Scores and opening of sealed Bid Price Proposals. At this meeting, the City will announce the score for each member of the Technical Review Committee, by category, for each D-B Firm and each D-B Firm's Technical Score. Following the announcement of the Technical Scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated. The City will document the preliminary bid results as presented in the meeting. The City is not obligated to award the contract and the Mayor or City Council may decide to reject all proposals. If the Mayor approves and the City Council authorizes execution, the contract will be awarded to the D-B Firm determined by the Committee to have the lowest adjusted score.

G. Stipend Awards:

The City has elected to pay a stipend to all non-selected Short-listed D-B Firms to offset some of the costs of preparing the Proposals. The non-selected Short-listed D-B Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. This Request for Proposal does not commit the City 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 D-B Stipend Agreement. The amount of the stipend will be one hundred fifty thousand and 00/100 dollars (\$150,000) per non-selected Short-listed D-B Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-listed D-B Firm for the total cost of preparing the Technical and Price Proposals. The City reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the City deems appropriate.

In order for a Short-listed D-B Firm to remain eligible for a stipend, the Short-listed D-B Firm must fully execute the D-B Stipend Agreement (Attachment P-A9) within one (1) week after the Short-list notice. The Short-listed D-B Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the D-B Stipend Agreement will be returned to the Short-listed D-B Firm.

A non-selected Short-listed D-B 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: "Preparation of Technical Proposal and Price Proposals in response to the City'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 (Attachment P-A10) and shall include one lump sum price for the Project within which the D-B Firm will complete the Project. The lump sum price shall include all costs for all design, surveys, architectural services, engineering services, D-B 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, 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 Blank form shall be hand-delivered in a separate sealed package to the following:

Request for Proposal
Tampa Multimodal Network and Safety Improvements Project

City of Tampa
Contract Administration Department
306 E. Jackson Street #280A4N
Tampa, Florida 33602

The package shall be clearly marked “SEALED BID for Contract 22-C-00001; Tampa Multimodal Network and Safety Improvements Project - West Riverwalk” and clearly identifying the Proposing Firm’s name. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Bid Price Proposals.