

Alternative Contracting Task Team Agenda
(Formerly Design-Build Task Force)

Date: July 12, 2007

Place: District 7 Auditorium
11201 N. McKinley Drive
Tampa, FL 33612-6456

Time: 9:00 am until 12:15 pm

Agenda items:

1. Introductions

The following individuals were in attendance:

Brian Blanchard FDOT, David Sadler FDOT, Derek Fusco FDOT, Doug Cox Jacobs, Brian McKishnie FDOT, Doug Geiger RS&H CS, David Sweeney RS&H, Tom Boyle Granite, Adrian Share Wilbur Smith, Scott Bear CH2MHill, Dave Whaley PCL, Juanita Moore FDOT, Felipe Alvarez FDOT, Ken Leuderalbert American, Nelson Bedenbaugh FDOT, Roger Martin Jones. Bros, Mike Turner Skanska Civil, Jennifer Vreeland FDOT, Steve Martin, PBSJ, Louis Reis FDOT, Amy Scales FDOT, Steve Benak FDOT, Keith Hinson FDOT, Thomas Woods JEAcés, Mike Davis FDOT, Frank Elmore FDOT, Lanford Pritchett CH2MHill, William Shelor Parsons, Mike Turner Skanska, Tim Brock FDOT, Mark Madgar FDOT, Joe Borello FDOT, David Rivera Wilson Miller, Bradford Johnson HDR Inc, Clay McGonagill FDOT, Jim Martin FDOT, Mark Minich Ajax, Felipe Alvarez FDOT, Alan Silver Balfour Beatty, Bob Burleson FTBA, Bob Graham, Doug Geiger RS&H, David Sweeney RS&H, Tom Boyle Granite, Peter Nissen FDOT, Courtney Drummond FDOT, Brian McKishnie FDOT, Jimmy Rodgers FDOT, Marvin Williams FHWA, and David Suchinsky FHWA.

Old Business:

- 1. CM@Risk Subcommittee-** We had a kick off meeting on May 22 at Turnpike Turkey Lake; meeting minutes are on the Construction's website.

The team was briefed on the CM@Risk meeting. The CM@Risk Agreement from the D-4 Bascule Bridge project will be put on the state construction website at the

appropriate time. Brian briefly discussed industry's comments on CM@Risk. Future project selection will be communicated by FDOT to FTBA, FHWA, and FICE. Dave Whaley handed out hardcopies of an AIA document used for CM@Risk contracts in the building industry.

2. **Mobilization** – Need help, revisiting this issue one more time...

Mobilization (Contractor Preconstruction Services)

The following was proposed to be added to the D/B Guidelines, but there were some issues with it:

PAYMENT FOR MOBILIZATION UNDER ENGINEERING SERVICES

Payment for the Contractor's Preconstruction Services during the Design Phase can be paid as mobilization under Engineering Services. Refer to the Schedule of Values line item, mobilization (Contractor Preconstruction Services), under Engineering Services. Payment for these mobilization costs are not to exceed 3% of the original contract amount, unless supported by a certified invoice from the Prime Contractor.

After further review, can we consider the following?

The schedule of values has line items for survey and geotech so these should be none issues. However, under Survey Services we can add a line item for "Utilities (identify and locate)"?

Was there an issue when very large Mobilization payments were being made on several D/B contracts with no actual mobilization by the contractor? Design and permitting (professional services work) was being considered regular work and when 5% of the contract was paid, the 25% of Mobilization kicked in. Should the new Mobilization spec language resolve this issue?

This was discussed and it was decided that the new Mobilization spec that allows full payment within the first four months of the contract addresses this issue. As a result, this issue can be dropped.

3. **PPP Documents** - - The Department has Finance/Legal, Procurement and Engineering teams developing documents for future PPP Projects.

The Finance/Legal team - An ITN has been offered to select a bench of available Financial Analysts to support specific P3 project development efforts and the Office of General Counsel is pursuing creating a bench of legal experts that can be utilized to support specific project needs.

The Procurement team - Has developed a chart to help them make decisions on qualification deadlines for vendors proposing on P3 projects. However, this chart will need to be revised if HB985 (House Transportation Bill) is signed into law by the Governor.

The Engineering team - Is developing template/boilerplate documents for a RFQ, Instructions to Proposers, Concession Agreement with Appendices and Technical Requirements for PPP's. The Department has a consultant on board assisting us.

Question - How to do CEI oversight role on PPP projects? Structures? Roadway? Verification testing?

We discussed the status of the three P3 teams. There was a discussion on the definition of meeting min. qualifications versus being pre-qualified. To respond to an advertisement, the advertisement should indicate the min. qualifications required. However, for a firm to be pre-qualified to do the project, they must meet the Department's pre-qualification requirements by going through the appropriate process.

It was also discussed that the Department needs to define CEI qualifications.

Upon completion of the P3 RFP boilerplate documents, they will be made available to the Alternative Contracting Task Team for review and comment.

Action: Any comments on these items and the P3 chart (pre-qualified vs special qualifications) can be sent to Derek by July 31. Bill Shelor to send Derek info on how other States handle the CEI oversight on P3 projects.

4. **Alternative Technical Concept approach for D/B and/or PPP's. Review latest write up – separate attachment.**

There was a lengthy discussion on if design exceptions and variances should be shared with the short listed teams on D/B and P3 projects. It was noted that the RFP needs to be clear on what can be shared or can not be shared among the firms.

Action: Brian and Derek to finalize the ATC write up.

New Business:

1. **Public Private Partnership Conference – Open discussion**

The task team thought the Conference was very good and informative.

2. **District 2 SR 9A from Beach Blvd North of JTB Blvd, \$30 million D/B Project, 100% Complete, Discuss Utility Coordination Efforts , CEI- Tom Woods- JEAc**

Mr. Woods briefed the team on how utility work was incorporated into the subject D/B project. Attached to the minutes is summary report on the project's utility coordination efforts and successes put together by Mr. Woods.

3. **District D/B RFP's - Reminder all District D/B RFP's with category II bridges need to be reviewed by the State Structures Design Office in Tallahassee.**

This will be resolved by a note in the RFP boilerplate. Jennifer V. noted the Structures office wants 15 days review time. Action: Derek to update the boilerplate RFP.

4. **Per Florida Statute 337.11(7) (c), the Department must receive at least three letters of interest in order to proceed with a request for proposals. The Department shall request proposals from no fewer than three of the design-build firms submitting letters on interest. If a design-build firm withdraws from consideration after the department requests proposals, the department may continue if at least two proposals are received.**

It was discussed that this does not apply to P3 projects. It was noted that this Florida Statute should change to only requiring two letters of interest. Action: Derek to work with Brian and Kevin Thibault to investigate changing the Statute. This was discussed with Kevin and Ananth and it was decided to leave the statute like it is, but add flexibility by having the Secretary sign a waiver to proceed with two firms.

5. **D/B Max. Price - Some have expressed a concern that on D/B contracts, if they exceed the Max. Budget Spec, their proposal is considered non-responsive therefore, they lose the stipend. What are your thoughts on allowing them to get a stipend even if they exceed the max budget spec? If they are non-responsive for any other reason, then they would not get a stipend.**

If they cannot adjust the scope of work, and the DB firm exceeds the max budget, they should still get the stipend. If the RFP does allow them to adjust the scope of work, and they still exceed the max budget, I suggest they don't get the stipend.

OR

We warn them in advance what the max is. If the contractor (without any warning) submits a bid over the max....what is the point of having the maximum stated?

If the max bid is stated, and the contractor feels the max bid is unachievable, they should be able to warn us. At that point, we (FDOT) can make the call on if we need to modify the scope or proceed as is.

If we (the FDOT) choose to proceed, and ALL bids are over the max, then we should pay the stipend to ALL.

If one (or two) makes it in UNDER the max bid, the ones who don't should NOT get a stipend.

AND

The point of having the maximum budget stated is so some contractors can back out early and not waste the time of preparing a technical proposal and bid package, and they would get no stipend.

Doesn't seem fair to the Design firm when they do everything asked of them, but get no part of a stipend because the contractor chose (say, at the last minute because of high prices received from subs) to bid over the max budget. Maybe a compromise is to give a reduced stipend in this situation.

On projects where the scope can be adjusted, I agree that if you come in over the max budget, no stipend.

This was discussed and the consensus was that as long as the written technical proposal was responsive other than the max. bid price, the D/B Firm should get the stipend.

6. **D/B Drilled Shaft** - The State Construction Office and State Structures Office will need to compare Spec 455 with the D/B Drilled Shaft Scope and determine if there are any disparities. I believe this was done and the new D/B Drilled Shaft Scope is on the website.

It was discussed that the new drilled shaft scope was on the State Construction Office's website.

7. Specification 450-16 Handling, Storage, Shipping and Erection:

There are a number of discussion points: 1) 16.1 states "Evaluate the temporary stresses and stability of the beams during handling (and 16.4 reads to replace "handling" with "erection"). Is it the Department's intent that both the beam producer and the Contractor are to employ a specialty Engineer to perform the analysis? Is the analysis to be submitted to the FDOT / EOR for review? As it reads now on a design build project the specification can be interpreted that the design build team's Engineer is to perform the analysis.

2) I believe the EOR has a responsibility to design a beam which can be handled, stored, and lifted. 16.1 states "Pick up beams at points located a maximum distance of 3 feet from the beam ends unless shown otherwise in the Contract plans." How is this going to be shown in the plans if the EOR does not perform an analysis? Who is better suited to perform this engineering task than the EOR?

The specification needs to be revised to plainly state the obligations the Contractor, Producer, and EOR. Tom Boyle, Granite Construction

David Sadler said that this standard specification is currently being revised and that this issue should be resolved with the revised specification. Action: David Sadler

8. Design and Construction Issue Escalations

A. Design Issue Escalation:

{ tc \12 " Design Issue Escalation" }

The Department has established the issue escalation process for design questions and conflict resolution that the Design/Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the Department Project Manager. If the issue cannot be resolved at this level the Department Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Design Engineer, followed by the Director of Operations, and finally to the District Secretary. Each level shall have a maximum of three working days to answer, resolve or address the issue. This three day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Department Project Manager will respond in a timely manner but not to exceed three working days. The Design/Build Firm shall provide any available supporting documentation.

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

The District Secretary will have the final authority on design decisions.

B. Construction Clarification, Conflict Resolution, and Issue Escalation:

{ tc \12 " Construction Clarification, Conflict Resolution, and Issue Escalation" }

In the event that construction problems occur, the resolution of those problems will be processed in one of the following two ways unless revised by a Partnering agreement:

- If the resolution does not change the original intent of the technical proposal/RFP, then the Design/Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the District Resident Engineer will be responsible for review and response within 10 working days. The District Resident Engineer will either concur with the proposed solution or, if the District Resident Engineer has concerns, the issue will be escalated as described in the process below.
- If the resolution does alter the original intent of the technical proposal/RFP then the EOR will develop the proposed solution, copy in the District Resident Engineer, and send it to the District Construction Office for review and response through the Department Project Manager. The District Construction Office will respond to the proposed solution within ten working days. The District Construction Office will either concur with the proposed solution or, if the District Resident Engineer has concerns, the issue will be escalated as described in the process below. Changes to the original intent of the technical proposal/RFP will require a contract change order and FHWA approval.

- The Department has established the issue escalation process for construction questions and conflict resolution that the Design/Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the Department Project Manager. If the issue cannot be resolved at this level the Department Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Construction Engineer, followed by the Director of Operations, and finally to the District Secretary. Each level shall have a maximum of three working days to answer, resolve or address the issue. This three day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Department Project Manager will respond in a timely manner but not to exceed three working days. The Design/Build Firm shall provide any available supporting documentation.

The Design/Build Firm shall provide a similar chain of command for his organization with personnel of similar levels of responsibility.

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

District 1 uses the following:

EE. Design Issue Escalation

The Department has established the issue escalation process for design questions and conflict resolution that the Design-Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the CCEI Senior Project Engineer. If the issue cannot be resolved at this level the CCEI Senior Project Engineer shall forward the issue to the Department's Project Director. If the issue cannot be resolved at this level the CCEI Senior Project Engineer shall forward the issue to the District Construction Engineer. Each level shall have a maximum of three working days to answer, resolve, or address the issue. This 3-day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The CCEI Senior Project Engineer will respond in a timely manner but not to exceed 3 working days. The Design-Build Firm shall provide any available supporting documentation.

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

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

FF. Construction Clarification, Conflict Resolution, and Issue Escalation

The Department has established the issue escalation process for construction clarification/questions and conflict resolution that the Design-Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the CCEI

Senior Project Engineer. If the issue cannot be resolved at this level the CCEI Senior Project Engineer shall forward the issue to the Department's Project Director. If the issue cannot be resolved at this level the CCEI Senior Project Engineer shall forward the issue to the District Construction Engineer. Each level shall have a maximum of three working days to answer, resolve, or address the issue. This 3-day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The CCEI Senior Project Engineer will respond in a timely manner but not to exceed 3 working days. The Design-Build Firm shall provide any available supporting documentation.

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

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

This will be resolved by a "Note to developer" in the boilerplate RFP indicating that each District should provide the appropriate issue escalation process that meets the District's needs and the project needs. Action: Derek

9. Adjusted Scoring Formula:

The BOILER-PLATE RFP includes the following under section VII-D.

Final Selection Formula:

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

$$\frac{BPP + (PCT * TVC)}{TS} = \text{Adjusted Score}$$

BPP = Bid Price Proposal

PCT = Proposed Contract Time

TVC = Time Value Costs (\$ _____ per day*)

TS = Technical Score

**This figure is used only in the calculation for the adjusted score.*

The firm selected will be that firm whose adjusted score is lowest.

The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria. Also, if PCT is greater than Maximum Allowable Contract Time (MCT) (_____) the proposal will be considered non-responsive.

Need to include a couple instructional notes about the TVC. IF there is NO INCENTIVE/DISINCENTIVE specification used, contractors can manipulate their bid (especially if the TVC is high enough). Proposal to change the asterisked item:

**This figure should match the amount calculated for the Incentive/Disincentive Daily Value in Specification 3-1. If there is no incentive/disincentive clause being utilized, it is recommended that this Time Value Cost either be set at \$0.00 or at an amount representative of true user cost, based on an appropriate engineering analysis.*

There was a situation on an ITS Design Build project, and Traffic Ops included a TVC number of \$10,000 per day (they pulled it from an old contract) with no incentive/disincentive, and a DB firm can manipulate the number such that they will gladly take an LD hit to get the job at a VERY HIGH price. The contract was NOT very time sensitive, but our budget is **very tight**. (est is \$2,600,000). One firm, in the technical proposal, said they could get the work done in 193 days (which there is not a feasible way to do the work in that amount of time with the crews anyone currently has available) The other firms were using a time more realistic (around our max time) of around 350 days. (LD's for a project like this are around \$2100 per day).

Our concern: (assume all proposals are about equal, with a tech score of 90)

Say firm A puts in a reasonable bid for about the amount we think is reasonable

Firm "A" bid \$2,600,000 and 350 days
 $(\$2,600,000 + (350 \times 10,000))/90 = 67,777$

Firm "B" puts in a very high price with ultra low time

Firm "B" bids \$4,100,000 and 193 days
 $(\$4,100,000 + (193 \times 10,000))/90 = 67,000$ **THEY WIN**

Firm B wins the contract, and if they complete the work in 350 days, they will only loose \$330,000 in LD's....so the **FDOT gets the same work in the same amount of time for \$1,170,000 more.**

Luckily, we caught this BEFORE the final bids were due, and we did an addendum to correct the clerical error....but the folks putting the RFP together did NOT understand the intent of the TVC, and it is not written anywhere in the guidelines.

3.20 VALUE OF TIME FACTOR IN THE EVALUATION OF TECHNICAL PROPOSAL FOR ASDB

The adjusted score bid may include a bid adjustment for the value of time. This adjustment will be based on the Firm's proposed number of days to complete the project multiplied by a value per day established by the Department (number of days times cost/day = price proposal adjustment [increase]).

This adjustment will be used for selection purposes only and shall not affect the Department's liquidated damages schedule or constitute an incentive/disincentive to the contract. The Department shall establish the cost/day value and include it in the RFP package. The Firm will determine the contract time necessary to perform all Design-Build functions. Using zero base line, the Firm shall multiply its contract time by the cost/day contained in the RFP package. This value added to the price proposal will constitute the time-adjusted price. The following example is how this selection process would work using \$2,000/day:

Firm	Tech Adjusted Score Score	Contract Time (Days)	Time Value (Days x \$/day)	Price Proposal	Time Adjusted Price (Time Value + Price Proposal)	
A	90	300	\$600K	\$6.7 M	\$7.3 M	81,111
B	80	250	\$500K	\$6.5 M	\$7.0 M	87,500
C	70	400	\$800K	\$6.3 M	\$7.1M	101,428

Under the adjusted score Design-Build bid, the time adjusted price would be divided by the technical proposal score to determine the lowest adjusted score. In the above example, Firm A would be awarded the contract under this scenario.

If the value of time factor is used, it is highly recommended that an incentive/disincentive clause also be included in the contract with a dollar amount per day equal or greater than the value of time factor amount. The incentive/disincentive will create a more balanced approach by helping to eliminate the manipulation of proposed contract time.

A note should be added stating that if a TVC is used in the formula the contract should have an incentive/disincentive on the project. Action: Derek

10. Adjectival Scoring System used on the POMT. What scoring should we be using on PPP's?

Adjectival Scoring System

The criteria for all portions of the Proposal other than the Maximum Availability Payment will be evaluated and scored in accordance with the guidelines in this Section 4.3.1.

FDOT will rate these evaluation criteria using an adjectival (qualitative/descriptive) ratings method, as follows:

ADJECTIVE RATING	DESCRIPTION
Excellent	The Proposal is considered to exceed in a significant manner stated requirements/objectives in a beneficial way, providing advantages, benefits or added value to the Project, and provides a consistently outstanding level of quality.
Very Good	The Proposal exceeds the stated requirements/objectives in a beneficial way, providing advantages, benefits or added value to the Project, and offers a generally better than acceptable quality.
Good	The Proposer has demonstrated an approach that meets the stated requirements/objectives and meets a minimum level of quality.
Fair	The Proposer has demonstrated an approach which is considered to marginally meet stated requirements/objectives and meets a minimum level of quality.
Poor	The Proposer has demonstrated an approach which contains significant weaknesses/deficiencies and/or unacceptable quality.

Once the Proposals are evaluated in accordance with the evaluation criteria and assigned adjectival scores, FDOT employees not involved in evaluating the Proposals will convert the adjectival scores to the numerical equivalents, which numerical equivalents will be allocated to the adjectival scores prior to FDOT's receipt of Proposals. Proposal evaluators will not know the numerical values assigned to the adjectival scores prior to the conclusion of the evaluation process.

The team discussed this and decided that every P3 project may require a different scoring methodology. Guidance will need to be put together for future P3 projects.

11. **Is there a need to revisit the requirements for a Schedule of Values?** Do we need establish a "...at a minimum, the following shall be identified in the Schedule of Values....i.e. Mobilization, Maintenance of Traffic, Erosion Control, etc"?

A District had some instances lately where this would have been helpful. The most illustrative is the identification of the Contingency amount. The Contractor submitted a schedule of values not identifying the specific contingency amount. Instead, the contractor spread the amount among his chosen schedule of values such that a contingency amount was not identified. In reviewing, and rejecting, his schedule of values this was brought to his attention. What then came to light, was the contingency amount identified in his contract did not match other DOT documents. There was confusion.

At the very least perhaps it should be specified that items like Contingency amount must be identified in a schedule of values.

We need to include a line item for a contingency amount in the Sch of Values and put a note in the boilerplate RFP. Action: Derek to update the boilerplate RFP and Sch. of Values.

12. DBE Availability Goal Percentage: change from 7.9% to 8.1%

This was discussed and the D/B RFP boilerplate needs to be updated. Need to check with Art Wright if the same DBE rules apply for P3 projects as for conventional projects. Action: Derek to update the boilerplate RFP.

From discussions with Art Wright's office, the DBE rules for P3 projects should be the same as for conventional projects. { tc \12 "DBE Availability Goal Percentage" }

13. Stipends - When considerable design work is added after the short listing there should be consideration for increasing the stipend?

If this occurs, the same guidance for stipends based on construction cost, complexity (table in DB guidelines) should apply. We can add a note to the DB guidelines about considering adding to the stipend when considerable work is added.

This was discussed and if the requirements for the D/B Firm's Tech Proposal increases, consideration should be given to increase the stipend.

14. Quality Management Plan vs. Quality Control Plan

In the Draft RFP package on page 22 , V,W, there is language concerning the Quality Management Plan (QMP). On page 38 under submittal requirements , Section 5: Quality Control Plan, the third bullet there is language that appears to direct you back to V,W.

In the RFP, need to change the title in V.W to **Quality Management/Control Plan** and change other language/references to Quality Management/Control Plan throughout RFP.

This was discussed. Action: Derek to update the boilerplate RFP.

15. Open Floor

16. Date, time and place for next meeting?

It was decided to have the next meeting in late Jan 2008. Action: Derek to set a date in late Jan.

PUBLIC PRIVATE PARTNERSHIPS

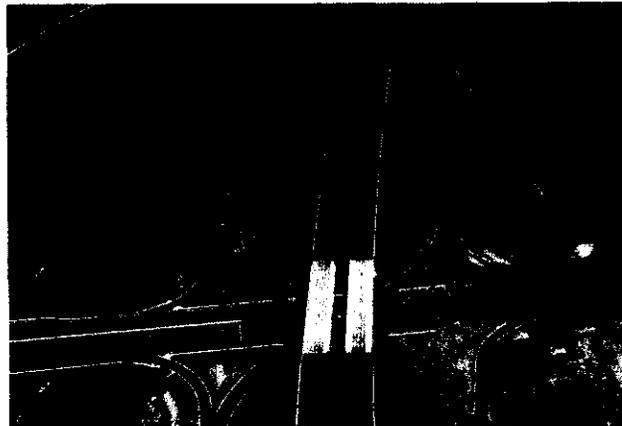
334.30(1) F.S. The Department may receive or solicit proposals and, with legislative approval as evidenced by approval of the project in the Department's Work Program, enter into agreement with private entities, or consortia thereof, for the building, operation, ownership, or financing of transportation facilities.

Projects utilizing Pre-qualified Contractors and Consultants		Projects with Special Qualifications	
DOT receives unsolicited proposal - Proposer must provide a \$50,000 fee. 14-107.0011 FAC	DOT requests proposals	DOT receives unsolicited proposal - Proposer must provide a \$50,000 fee.	DOT requests proposals
DOT shall publish a notice in the Florida Administrative Weekly and a newspaper of general circulation at least once a week for 2 weeks. DOT will also advertise on the DOT Procurement and Contract Administration websites. DOT will accept other proposals for the same project purpose for 120 days after the initial date of publication. 334.30(6) FS	DOT shall advertise project utilizing existing Department processes. The advertisement will request Statement of Qualifications .	DOT shall publish a notice in the Florida Administrative Weekly and a newspaper of general circulation at least once a week for 2 weeks. DOT will also advertise on the DOT Procurement and Contract Administration websites. DOT will accept other proposals for the same project purpose for 120 days after the initial date of publication.	DOT shall advertise project utilizing existing Department processes. The advertisement will request Statement of Qualifications .
Team (Proposer) must be pre-qualified by the proposal due date.	Team (Proposer) must be pre-qualified by the <u>Statement of Qualification due date</u> or <u>date of short-listing</u> , as deemed appropriate on the specific project.	Team (Proposer) must meet at least the minimum department standards defined in the request, as approved by DOT, prior to proposal due date.	Team (Proposer) must meet at least the minimum department standards defined in the request, as approved by DOT, prior to proposal due date.
DOT shall rank proposals and begin negotiations with the top ranked proposer. 334.30(6) FS	DOT will evaluate the Letters of Interest, shortlist the firms and post the shortlist.	DOT shall rank proposals and begin negotiations with the top ranked proposer.	DOT will evaluate the Statement of Qualifications , shortlist the firms and post the shortlist.
	DOT will issue a Request for Proposals (RFP) to the short-listed firms.		DOT will issue a Request for Proposals (RFP) to the short-listed firms.
	DOT will evaluate the proposals. If only one responsive proposal is received, the DOT may negotiate with the single proposer, if this is provided for in the procurement document.		DOT will evaluate the proposals. If only one responsive proposal is received, the DOT may negotiate with the single proposer, if this is provided for in the procurement document.
	DOT will rank and post an intended award.		DOT will rank and post an intended award.

Note: In accordance with section 334.30(6) F.S., the Department may, at its discretion, reject all proposals at any point in the process up to completion of a contract.

SR 9A from Beach Blvd. to JTB Blvd
FDOT Design Build Project: 209301-1-52-01
Final Cost: 31 Million, Complete August 2006

Project: On June 25, 2003, FDOT in District 2 accepted bids under the Design Build alternative contracting delivery concept for the construction of two (2) miles of limited access highway, SR 9A, known as Section 6 of the east side beltway around Jacksonville.



SR 9A Segment 6
Map No. 209301-1-52-01
Date: 02/02/06

This project included a single point urban interchange, new bridge(s) over Sawmill Slough and improvements to the secondary roads of University of North Florida Drive and St. Johns Bluff.

Utility Impacts:

Relocations-The interstate construction required relocation of a 30 inch force main. This was complete prior to the letting of the project and the Contractors were instructed in the Request for Proposal (RFP) not to require it to be moved. Bellsouth also had a fiber optic cable that required relocation. This was completed by Bellsouth's forces during the construction of the project.

New Facilities: The construction of a new shopping mall (Town Center Mall) just to the west of the project and capitol improvements to the University of North Florida (UNF) campus to the east, required incorporation of major new utility facilities into the design of this project. New electrical distribution facilities, water and reclaimed water mains needed to be installed for the UNF and Town Center Mall.

Traffic Considerations: FDOT recognized that delaying the project to allow the installation of the new utility facilities prior to the construction would not be preferable due to the traffic volume already utilizing the completed SR9A corridors to the north and south. Increased traffic from the soon to be completed Town Center Mall also would require a fast delivery of this project.

FDOT Approach: To best utilize the Design Build Alternative Contracting delivery concept, District 2 decided to incorporate the coordination of the utility installations in the performance grading criteria for the proposed teams. Additionally, teams were advised that Utilities may want to contract with them for completion of the necessary utility work. In the performance grading criteria, technical points were included for teams which demonstrated the following: 1) Coordination with the Utilities, 2) Integration of the new facilities and 3) Avoidance measures for the utilities.

As part of their coordination with the Utilities, Design Build teams provided unit pricing to the Utility company for review. If proposed pricing was acceptable to the Utility, the utility company provided a letter stating that coordination had been done. Further, the Utility company indicated it was amenable to entering into a Contract with the respective team.

The key steps to implementing this approach were as follows:

1. Buy in by the FDOT Utility office. Agree to coordination efforts to sell concept to Utilities.
2. Buy in by the individual Utility Companies (BellSouth, JEA Electric, JEA Water and Sewer, etc).
3. Develop and include coordination effort requirements in the RFP. At the PreBid meeting, explain, with participation from the utility companies, the intent and expectation.
4. Incorporate technical points specifically related to utility efforts in the performance grading for the DB teams.

Results: The team of Superior Construction and GAI Consultants was selected for this project. Superior met with all the utilities and provided agreeable pricing. The Engineering firm had on its staff a utility coordinator who handled the utility aspect of the project. The team was contracted to design and install the new electrical distribution network and install new water and reclaimed water mains from plans prepared by the utility. These facilities were incorporated into the design of the roadways and the project was viewed as a success by all parties.

Conceptual Successes and Possible Improvements: The success of the utility effort on this project shows that incorporation of utility relocation or installation can be accomplished on a design build project. Several additional achievements were noted with this utility coordination effort:

1. The Contractor was responsible for designing the new roadway facilities around the utilities. There were no unexpected utility conflicts.
2. The utility installation was coordinated by the Design Build Team. Subcontractors performing utility work for the Contractor were scheduled to avoid interference with the Contractor's road and bridge crews.
3. When both design and construction are handled by the Design Build Firm for the Utility, conceptual changes can more readily be made. (Electrical distribution and easement example).
4. Utility locations can be more accurately represented on the As Bults, particularly if the requirement is written into the RFP.

The improvement to the District 2 utility coordination effort would be to require the Design Build firm to perform subsurface utility engineering (SUE) to verify that design will not conflict with existing utilities that do not need to be moved. This requirement could be inserted into the RFP.

Attachments

- RFP Requirements for utility coordination.
- Design Build firm's technical response.
- District 2 Technical Review Form for utility coordination.
- Utility Letter example on coordination.

Request for Proposal
State Road 9A (Segment 6)

- Central Parkway

Conventional lighting shall be provided along SR 9A, extended UNF Drive and relocated St. Johns Bluff Road.

High mast lighting shall be provided at SR 9A and University of North Florida Drive interchange.

Full cut off lighting shall be used to avoid light trespass from the project Right of Way. All luminaries shall be full cut-off type. No part of any lamp shall extend below the bottom of the reflector and no light shall be allowed above the horizontal.

Drainage

The D/B team will need to design the drainage including retention/detention ponds to remain with in the existing ROW. The Department's WMD permit will need to be modified to be consistent with the final design.

Signing & Pavement Marking

The D/B team shall include lighted overhead guide signs and structures along SR 9A. Sign location and wording shall be approved through Traffic Operations (Don Drury Jacksonville Urban Office). In addition to the other required overhead signs, the three signs identified in the attachment (Overhead signs) shall be designed and installed by the D/B team for the proposed SR 9A and J.T. Butler Blvd. Interchange.

Utilities

Some coordination of utilities has occurred. The D/B team can expect the utility owners will request proposals from the D/B team to perform utility work for them. The utility owners may elect to self perform the work.

JEA will be installing a force main along the southern edge of the ROW on Extended UNF Drive. The D/B team shall not require them to move from this location.

Mechanically Stabilized Earth Wall

The Department desires one of the following finishes for the Mechanically Stabilized Earth walls (MSE):

1. Raised surface (4" positive relief)
2. Ashlar stone

The above finishes provided by any companies listed in the Design Standard dated January, 2002 for retaining wall systems is acceptable.

Request for Proposal
State Road 9A (Segment 6)

- Cross section of proposed superstructure showing type, size and locations of structural elements
- Proposed means and methods of construction
- Proposed method of removal of the existing structure and approaches and final disposition
- Technical special provisions

Section 8: Preliminary Plans

- Paper size: 11" x 17"
- Maximum allowed pages: 250

Section 9: Specifications

- Paper size: 8½" x 11"
- The minimum information to be included shall be in accordance with section VI-D.

H. Schedule

A Critical Path Method project schedule will be submitted in the Technical proposal.

I. Quality Management Plan

The Design-Build Firm shall provide a QMP in accordance with the General Requirements of the RFP, including Design Construction and Contractor Quality Control Plans for QC 2000 Testing.

J. Evaluation Criteria

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

<u>Item</u>	<u>Value</u>
1. Maintenance of Traffic	150
2. Technical Approach	200
3. Coordination Plan & Management	150
4. Utility Construction	150
5. Construction Methods & Innovations	150
6. Quality Management Systems	50
7. Past Performance	50
8. Provisions for Future Widening	50
9. Project Aesthetics	50
Maximum Score	1000

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

Request for Proposal
State Road 9A (Segment 6)

1. Maintenance of Traffic (150 points)

Credit will be given for a design that minimizes disruptions to the flow of traffic, integrates the other construction projects to the north and south, and implements the switching of traffic to the relocated St. Johns Bluff Road.

2. Technical Approach (200 points)

Credit will be given for the following:

- Geometrics including horizontal and vertical profiles of all roadways
- Construction coordination plan minimizing design changes
- Using materials that exceed minimum requirements to enhance durability
- Designs minimizing periodic and routine maintenance

3. Coordination Plan & Management (150 points)

Credit will be given for identifying and integrating the following:

- Design coordination and plans preparation schedule
- Integration of geotechnical investigation
- Department management team
- Community users
- Permitting and environmental agencies
- Local governments
- Design-Build team internal coordination plan

4. Utility Construction (150 points)

Credit will be given for the following:

- Coordination with local utilities
- Integration of new facilities
- Avoidance measures of existing facilities

5. Construction Methods & Innovations (150 points)

Credit will be given for construction methods that minimize impacts to the traveling public and the environment, reduces costs, improves worker safety, and

Request for Proposal
State Road 9A (Segment 6)

minimizes contract duration. Credit will be given for exceeding minimum material requirements to enhance durability of structural components.

Additional credit will be given for:

- Innovation in methods
- Use of new materials or proven materials used in a new way.

6. Quality Management Systems (50 points)

Credit will be given for comprehensive integration of the following:

- Design Quality Control
- Contractor Quality Control Plans
- Test Load Program
- Other quality control and/or improvement processes

7. Past Performance (50 points)

Credit will be given for D/B team leadership and areas of responsibility, D/B team commitment to partnering, and history of a quality project completed on time and within budget.

8. Provisions For Future Widening (50 points)

Credit will be given for designs that facilitate the future widening of SR 9A.

9. Project Aesthetics (50 points)

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

- Geometry, economy and appropriateness of structure type, structure finishes, shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc., will not be considered as primary treatments.

K. Final Selection Formula

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

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

BPP = Bid Price Proposal
TS = Technical Score

The firm selected will be that firm whose adjusted score is lowest.

1.5 Utility Construction

1.5.1 Introduction

It is an acknowledged fact that coordination with the Utility Agencies/Owners (UAOs) is a critical process in any construction project. On Design/Build projects a working relationship must be established quickly along with a conflict resolution agreed to by all parties. Established FDOT procedures must be observed and followed, especially if a UAO has reimbursable interest in any easement or right-of-way involved on this project.

On Segment 6, new JEA and Bellsouth facilities will be placed on relocated St. Johns Bluff Road and UNF Drive. Construction of the project and installation of these facilities will need to progress such that existing facilities remain in service until the new facilities are placed in service. A lack of thorough coordination during planning phase will result in significant schedule and cost delay to the project.

The Superior team has carefully coordinated with JEA during design development. The results of this coordination are:

- Properly coordinated utility design plan and designated utility corridor.
- A Maintenance of Traffic sequence which integrates maintenance of existing facilities and installation of new facilities.
- A comprehensive construction schedule which integrates all utility design and construction activities.

Superior Construction has always taken a proactive approach to utility coordination on all of their construction projects. Superior has a detailed knowledge of local facility owners and their primary contacts.

GAI Consultants has been involved in the Department's Utility Coordination requirement since 1988. We have been and are currently involved in several Design/Build Projects, which have avoided utility relocations and adjustments while maintaining service. We have also had direct involvement in the conversion of aerial facilities to underground, incorporating landscape enhancement

projects into roadway improvement projects, and the development of Utility Joint Project documents. GAI Consultants is a recognized leader in the utility coordination process of FDOT. GAI Consultants is a member of Sunshine State One Call of Florida.

For this project, our initial contact through Sunshine State One Call identified the following UAOs who may have facilities within the project limits:

- Bellsouth Telecommunications
- MCI WorldCom
- Jacksonville Electric Authority
- City of Jacksonville (Traffic)

1.5.2 Bellsouth Telecommunications

At a meeting at Bellsouth's office it was stated that there are several existing copper and fiber cables within the project limits. They also have a Point-of-Presence (POP) site on Alumni Way. Bellsouth intends to retain and rework through this site.

A Bellsouth duct run exists on the west side of St. Johns Bluff Road from the Morocco Temple to a manhole at the southwest intersection of Alumni Way and St. Johns Bluff Road. Extending from that manhole are a fiber and copper cable headed west on the Southside of Alumni Way, a fiber and copper cable headed east under St. Johns Bluff Road along the JEA power line, and 2 fiber cables and 1 copper cable headed south along the west side of St. Johns Bluff Road. The copper cable and one of the fiber cables pulls of St. Johns Bluff Road runs along the JEA easement that contains their transmission lines. The remaining fiber cable crosses St. Johns Bluff Road on the south side of the UNF Drive and feeds the UNF campus.

Proposed Facilities

Bellsouth proposes placing 4 ducts headed south on the west side of the proposed St. Johns Bluff Road to a new handhole at the southwest intersection of the proposed road and Alumni Way. From that handhole, a fiber cable will be directional bored east underneath

the proposed St. Johns Bluff Road, proposed pond, and proposed 9A to the existing BellSouth fiber cable running along the JEA power line. A copper and fiber cable will come out of the handhole and head west on Alumni way. BellSouth then proposes extending 3 ducts from the handhole south along the west side of the proposed St. Johns Bluff Road. Another new handhole will be placed at the southeast intersection of the proposed St. Johns Bluff Road and the UNF entrance Rd. At this handhole, a copper cable and fiber cable will be placed to the existing JEA power easement. Also, 2 ducts will be placed from the handhole along the south side of the proposed UNF Drive under the proposed 9A bridge.

Proposed BellSouth Relocations

BellSouth indicated all work on this project will be by its Master Contractor. All facilities, existing, will need to remain active and available.

- BellSouth will not begin the design/engineering on this project until a corridor for their relocation has been identified on the engineering design/build plans. This needs to be a clean clear corridor free of additional construction conflicts. BellSouth does not desire to relocate after the initial installation.
- BellSouth cables in the JEA - Transmission easement provides service to a cell tower. These are in an easement. BellSouth will seek compensation if relocation is required.
- BellSouth will require all proposed and existing right-of-way along the proposed St. Johns Bluff Road and UNF Drive to be cleared, grubbed, and brought to within 6 inches of final grade, prior to their start of work.
- BellSouth proposed directional bore under the proposed pond and road crossing will not be made until the bottom of the pond elevation has been calculated and accepted by the approval agencies.
- BellSouth stated they will not begin work in locations adjacent to the proposed JEA Electric conduits and manhole vaults until they have been placed. BellSouth will cross over the manhole vaults in their own ducts.

- BellSouth stated that existing facilities on Central Parkway include buried copper cable. These facilities may be in conflict with proposed bridge foundations. BellSouth indicated that this cable could be relocated as required.

BellSouth Proposed Schedule

BellSouth's initial estimate for his effort is 200 consecutive calendar days to complete all work.

- 90 Days for Materials Procurement
- 30 Days to construct ducts and handholes, pull-in cables
- 60 Days to Splice-Test-Cut Over Service
- 20 Days Float

The days provided are consecutive calendar days; however, BellSouth normal work schedules are 5 days a week Monday-Friday. The Superior/GAI Team feel this time can be condensed with the proper coordination and partnering through the project.

1.5.3 JEA Joint Project Facilities

Jacksonville Electric Authority (JEA) actually provides electric power distribution along with potable water, proposed reclaimed water and the collection of sanitary sewage along the project alignment. There is also a JEA - Electric Transmission aerial facility passing through the project from southwest to northeast. All existing facilities must remain in service until new, relocated facilities are constructed, tested, accepted, and placed in service. The Superior/GAI Team has worked with JEA on several major projects in the past. This allows the team a keen insight to JEA requirements and accepted practices.

JEA - Electric Transmission

No impact is anticipated to the existing aerial transmission facilities. However, the vertical clearance north of UNF Drive will be confirmed for compliance to code and FDOT clearance.

JEA - Electric Distribution

In addition to the proposed interchange of SR 9A and UNF Drive, a new "Town Center" development has or will soon initiate construction in the southwest quadrant of the proposed relocated St. Johns Bluff

Road and UNF Drive. As a result of these projects, JEA has determined they will go underground with their relocated facilities along the SR 9A project alignment.

Underground electric facilities require large facilities be placed with the roadway right-of-way. Additionally, easements will be required for ground mounted equipment. At a meeting held at JEA's office it was stated that JEA will acquire all easements for the surface, pad mounted, equipment. Additionally, JEA has stated that they will partner with the Design/Build Team for the installation of the underground and surface mounted equipment and facilities. This will allow advance placement of underground electric vaults, providing space between the vault and final grade for additional utility installations.

It was also noted there could be a requirement of an aerial feed to provide uninterrupted service to the Traffic Signal at SR 9A and J.T. Butler Blvd. The Superior/GAI Team is dedicated to working with JEA-Electric to provide continuous service and transfer to new facilities as they become available.

JEA - Potable Water, Reclaimed/Reuse Water, Sanitary Sewage
JEA maintains public facilities within the project limits serving commercial and residential customers. The Superior/GAI Team has already met with JEA for an initial discussion of the anticipated work. Individually they can be summarized as:

1. The existing 30" force main along St. Johns Bluff Road will be replaced by separate contract of JEA's installing a new 36" force main along the relocated St. Johns Bluff Road to the Morocco Temple to the JEA transmission easement. This 36" force main should be installed starting in the summer of 2003 and is scheduled for completion by the time the SR 9A contractor starts.
2. The Superior/GAI Team will install a new 16" force main along UNF Drive from west of SR 9A, at the existing 36" force main in the JEA transmission easement, toward the east along UNF Drive.
3. JEA will provide a "tie-in" point to their 16" water main at the intersection of relocated St. Johns Bluff Road and UNF Drive.

From this point the Superior/GAI Team will design and install a new 16 inch water main along St. Johns Bluff Road toward the north, connecting back into the water main near the end of the project and Morocco Temple.

4. The Superior/GAI Team will also install a new 16" water main along UNF Drive from the "stub-out" to the existing entrance of UNF.
5. The team is responsible for a new 16" reuse main to be installed from the entrance road at UNF to the existing 36" reuse main at the JEA transmission easement west of the new 9A interchange.
6. The Superior/GAI Team will be responsible for installing all JEA sewer and water utilities in accordance with JEA's standards. The design/build team will also be responsible for all utility permits, which will include FDEP water, wastewater and reuse permits, Duval County right-of-way utilization permit, and FDOT utility permit.

1.5.4 Remaining Utility Agencies/Owners

Initial discussions with the remaining UAOs have identified minimal involvement of each. However, the Superior/GAI Team will involve all identified UAOs in the process to assure that future installations and needs will be considered during the construction of the SR 9A UNF Drive interchange.

All out of service utilities encountered will be removed during the appropriate construction phase.

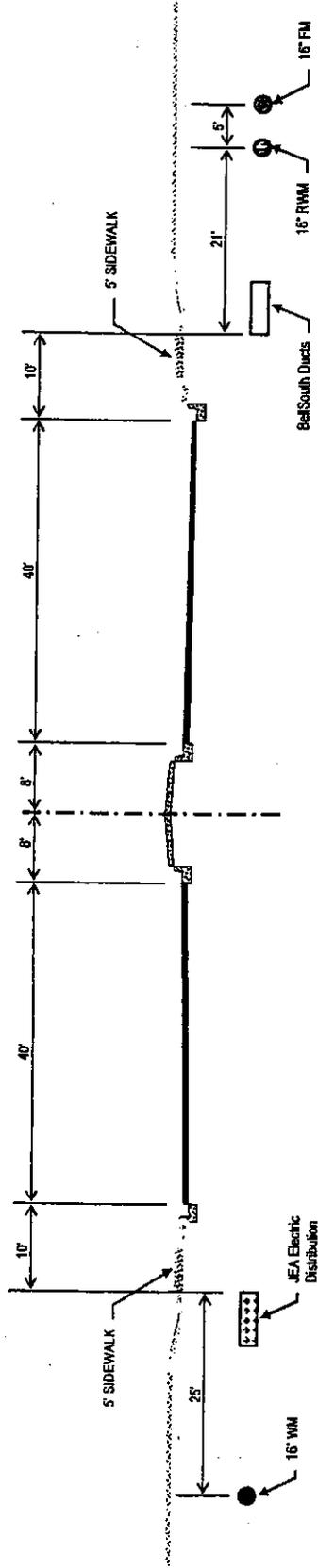
1.5.5 Utility Typical Section and Preliminary Design

The Superior team has recognized the need to integrate the new JEA and Bellsouth facilities with the design of relocated St. Johns Bluff and extended UNF Drive. As such, we have developed utility typical sections to provide a design and construction planning tool. These sections are shown on Figures 1.5.1, 1.5.2 and 1.5.3.

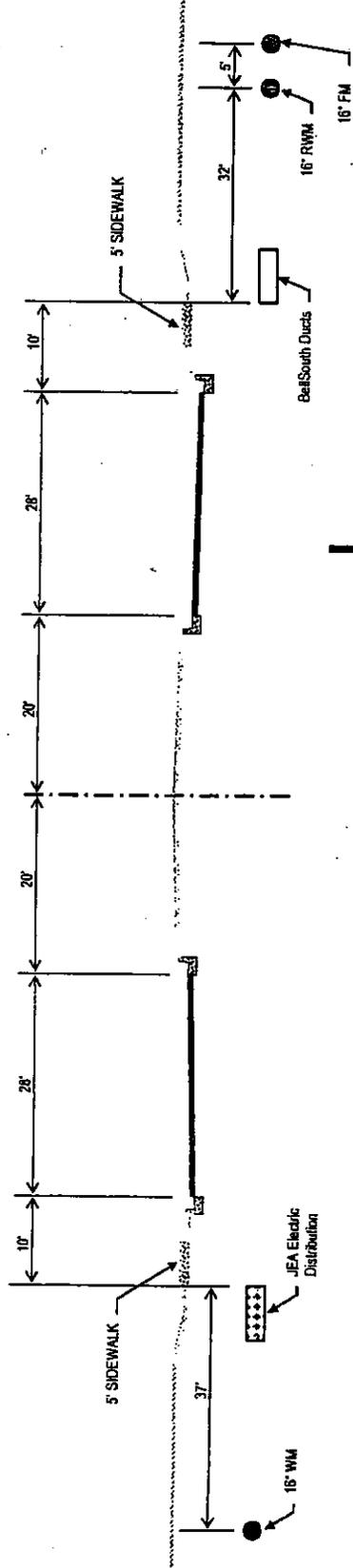
Preliminary water, reuse water, and sanitary sewer design layouts are provided in the Utility Typical Sections.

Relocation Plans are provided within the Preliminary Plans package. Preliminary electrical distribution plans by RAM Consultants are also provided with the Preliminary Plans.

UNF Drive at SR9A Overpass
Utility Typical Section Figure 1.5.1



UNF Drive East & West of SR9A Overpass
Utility Typical Section Figure 1.5.2





May 1, 2003

Mc. Melinda Ramirez, P.E.
Florida Department of Transportation
1109 Marion Avenue
Lake City, FL 32025-5574

RE: SR 9A (SEGMENT 6) from North of J. Turner Harbor Blvd to South of Rebel Blvd
Deval County, FDOT Contract No. E-2870
FPN 209301-1-52-01, RFP No. 4891-049-P

Dear Ms. Ramirez:

The JEA would like to inform you that the SUPERIOR CONST., INC. team has successfully coordinated with our representatives concerning the above referenced project.

JEA West/JEA East: Reclaimed water lines
We met with SUPERIOR CONST., INC. design team on March 25, 2003 at our office. The design consultant provided a design concept consistent with our plan distributed at the proposal meeting bid for this design/build project. Taylor Bros. subsequently submitted UNIT RATINGS for this construction. The purpose of this letter is to inform you, based on the UNIT RATINGS as well as the preliminary design submitted by Taylor Bros., the JEA is ready to enter into a contract with Taylor Bros. to construct our facilities if they are chosen by the FDOT for the title project.

JEA Electrical distribution
The JEA has provided the preliminary design for the electrical distribution system to east. Design team, SUPERIOR CONST., INC. submitted LUMP SUM pricing to construct our underground electrical distribution system based upon the design provided by the JEA. We found the pricing that we received from Taylor Bros. to be fair and reasonable; therefore we would feel confident entering into a contract with Taylor Bros. to construct our electrical distribution facilities, if they are chosen by the FDOT for the title project.

We look forward to working with the selected team.

Sincerely,

Edward Breza
Manager, JEA Inter-Agency Initiatives



May 5, 2003

SR-9A - Beach Blvd. to JTB
Design Build
Superior Construction Bid Prices

To whom it may concern,

JEA has reviewed the price list by Superior Construction for FDOT's 9A design Project. JEA finds the prices for the water, sewer and reuse main acceptable.

If you should need any additional information concerning this project, please contact me at telephone number (904) 665-8054.

Sincerely,

Wynne McDowell,
Project Manager, Tower 10
Inter-Agency Initiatives

cc
Ed Breza
File

DESIGN BUILD TEAM

Traylor Brothers/Wilbur Smith Associates

Utility Interviews – Electric

1. Utility Construction:

1. Coordination with Local Utilities (0-50)

Vague -	Utilities in area identified.	0-10 _____
Average -	Established contact with utility agencies. Minor provisions made.	11-25 _____
Thorough -	Contact made with all utility agencies. Meetings and coordination underway. Have agreements in place. Identified conflict areas and proposed resolutions.	26-50 _____

Comments: _____

2. Integration of New Facilities (0-50)

Vague -	Mentions new utility plans.	0-10 _____
Average -	Basic acknowledgement of new facilities. Conceptual methods for incorporating into work effort included.	11-25 _____
Thorough -	Has identified new facilities and locations. Entered into utility agreement with firms and JEA.	25-50 _____

Comments: _____

DESIGN BUILD TEAM

Traylor Brothers/Wilbur Smith Associates

Utility Interviews – Other Utilities

1. Utility Construction:

1. Coordination with Local Utilities (0-50)

Vague -	Utilities in area identified.	0-10 _____
Average -	Established contact with utility agencies. Minor provisions made.	11-25 _____
Thorough -	Contact made with all utility agencies. Meetings and coordination underway. Have agreements in place. Identified conflict areas and proposed resolutions.	26-50 _____

Comments: _____

2. Integration of New Facilities (0-50)

Vague -	Mentions new utility plans.	0-10 _____
Average -	Basic acknowledgement of new facilities. Conceptual methods for incorporating into work effort included.	11-25 _____
Thorough -	Has identified new facilities and locations. Entered into utility agreement with firms and JEA.	25-50 _____

Comments: _____

DESIGN BUILD TEAM

Traylor Brothers/Wilbur Smith Associates

Utility Interviews – Water/Sewer

1. Utility Construction:

1. Coordination with Local Utilities (0-50)

Vague -	Utilities in area identified.	0-10 _____
Average -	Established contact with utility agencies. Minor provisions made.	11-25 _____
Thorough -	Contact made with all utility agencies. Meetings and coordination underway. Have agreements in place. Identified conflict areas and proposed resolutions.	26-50 _____

Comments: _____

2. Integration of New Facilities (0-50)

Vague -	Mentions new utility plans.	0-10 _____
Average -	Basic acknowledgement of new facilities. Conceptual methods for incorporating into work effort included.	11-25 _____
Thorough -	Has identified new facilities and locations. Entered into utility agreement with firms and JEA.	25-50 _____

Comments: _____

21 West Church Street
Jacksonville, Florida 32202-3139



May 1, 2003

Ms. Melinda Rainwater, P.E.
Florida Department of Transportation
1109 Marion Avenue
Lake City, FL 32025-5874

E L E C T R I C

W A T E R

S C W E R

**RE: SR 9A (SEGMENT 6) from North of J. Turner Butler Blvd to South of Beach Blvd
Duval County, FDOT Contract No. E-2F70
FPN 209301-1-52-01, FAP No. 4891-049-P**

Dear Ms. Rainwater,

The JEA would like to inform you that the SUPERIOR CONST., INC. team has successfully coordinated with our representatives concerning the above reference project,

JEA Water/Force main/ Reclaimed water lines

We met with SUPERIOR CONST., INC. design/build team on March 25, 2003 at our office. The design consultant provided a design concept consistent with our plan distributed at the Pre-proposal meeting held for this design/build project. SUPERIOR CONST., INC. subsequently submitted UNIT RATES for this construction. The purpose of this letter is to inform you, based on the UNIT RATES as well as the preliminary design submitted by SUPERIOR CONST., INC., the JEA is ready to enter into a contract with SUPERIOR CONST., INC. to construct our facilities if they are chosen by the FDOT for the title project.

JEA Electrical distribution

The JEA has provided the preliminary design for the electrical distribution system to each design/build team. SUPERIOR CONST., INC. submitted LUMP SUM pricing to construct our underground electrical distribution system based upon the design provided by the JEA. We found the pricing that we received from SUPERIOR CONST., INC. to be fair and reasonable; therefore we would feel confident entering into a contract with SUPERIOR CONST., INC. to construct our electrical distribution facilities, if they are chosen by the FDOT for the title project.

We look forward to working with the selected team.

Sincerely,

Edward Breza
Manager, JEA Inter-Agency Initiatives

ALTERNATIVE CONTRACTING MEETING July 12, 2007

NAME	E-MAIL	PHONE No.
DEREK FUSCO	DEREK.FUSCO@dot.state.fl.us	850/414-4167
Ken Leuder Albert	KLeuderAlbert@ACE-Fla.com	850/791-4124
Louis Reis	louis.reis@dot.state.fl.us	(850) 414-4782
STEVE MARTIN	swmartin@pbsj.com	(407) 647-7275
Amy Scalas	amy.scalas@dot.state.fl.us	386-943-5729
JENNIFER VREELAND	jennifer.vreeland@dot.state.fl.us	(386) 943-5732
STEVE BENAK	STEVE.BENAK@DOT.STATE.FL.US	850-415-9249
Keith Hinson	Keith.hinson@dot.state.fl.us	(850) 415-9617
Juanita Moore	Juanita.moore@dot.state.fl.us	(850) 414-4000
Thomas Woods	twoods@jea.net	(904) 219-3495
MIKE DAVIS	Michael.davis@dot.state.fl.us	407-264-3683
FRANK ELMORE	FRANK.ELMORE	407-264-3402
LANFORD PRITCHETT	LANFORD.PRITCHETT@CH2M.COM	720.286.2515
WILLIAM SHELOR	WILLIAM.SHELOR@PARSONS.COM	904-229-6537
MIKE TOWER	MICHAEL.TOWER@SKANSKA.COM	407-839-2925
TIM BROCK	TIM.BROCK@DOT.STATE.FL.US	954-777-4413
MARK J. MADGAR	MARK.MADGAR@DOT.STATE.FL.US	954-777-4613
JOE BORELLO	joseph.borello@dot.state.fl.us	954-777-4426
DAVID RIVERA	DAVIDRIVERA@WILSONMILLER.COM	239.404.3737
ADRIAN SHORE	ashore@wilbursmith.com	407 896 5851
BRADFORD JOHNSON	BRADFORD.JOHNSON@HDRINC.COM	813 282 2365
SCOTT BEAR	SCOTT.BEAR@CH2M.COM	407-423-0030
Clay McGonagill	clay.mcgonagill@dot.state.fl.us	850-414-5296
Jim Martin	Jim.Martin1@dot.state.fl.us	386-961-7577
Nelson Bedenbaugh	nelson.bedenbaugh@dot.state.fl.us	386-961-7532
MARK MINICH	mminich@ajazpaving.com	941-486-3600
Felipe Alvarez	felipe.alvarez@dot.state.fl.us	863-519-2610

Alan Silver	asilver@balfourbeattyus.com	239-334-8070
Bob Burleson	bburleson@ftba.com	850-942-1404
Bob Graham	bobgraham9@aol.com	813-623-2856
DOUG COX	doug.h.cox@jacobs.com	813-382-5732
ROGER MARTIN	RMARTIN@JONESBROSINC.COM	615-202-1324
Dave Whalley	dwhalley@pel.com	813-340-8985
David Sadler	david.sadler@dot.state.fl.us	850-414-5203
Doug Geiger	doug.geiger@rsandh.com	407-893-5873
DAVID SWEENEY	david.sweeney@rsandh.com	904-256-2136
TOM BOYLE	tom.boyle@geinc.com	813-623-5877
PETER NISSEN	peter.nissen@dot.state.fl.us	904-777-4304
Courtney Drummond	courtney.drummond@dot.state.fl.us	954-777-4379
BRIAN MCKISHNIE	brian.mckishnie@dot.state.fl.us	813-975-6294
Jimmy Rodgers	james.rodgers@dot.state.fl.us	850-415-9203
MARVIN L. WILLIAMS	marvin.williams@fhwa.dot.gov	850-942-9650
David Suchinsky	david49@gmail.com	240-274-9505
Brian Blanchard		404-4140

850-22-950-100
 850-22-950-101
 850-22-950-102
 850-22-950-103
 850-22-950-104
 850-22-950-105
 850-22-950-106
 850-22-950-107
 850-22-950-108
 850-22-950-109
 850-22-950-110
 850-22-950-111
 850-22-950-112
 850-22-950-113
 850-22-950-114
 850-22-950-115
 850-22-950-116
 850-22-950-117
 850-22-950-118
 850-22-950-119
 850-22-950-120