NOTICE TO CONTRACTORS
OFFICE OF THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
801 N. BROADWAY AVENUE
BARTOW, FLORIDA 33830

June 24, 2014

District Procurement Office
District One

ADDENDUM NUMBER ONE

PROJECT DESCRIPTION:	District Wide Design Build Pushbutton
FINANCIAL PROJECT NO.:	433412-1-52-01; 433415-1-52-01 & 433416-1-52-01; 427321-7-52-01, 427399-7-52-01; 427321-8-52-01; 427399-8-52-01 Federal Aid Project Number(s): 8886 456 A; N/A; 8886 457 A; N/A; N/A; N/A;
COUNTY:	District One
CONTRACT NO.:	E1N86

The following is a list of the revisions made to the Request for Proposal Package.

Request For Proposal	Page	
	iii	Attachments; added **E1N86 Pre-proposal NEPA/PDE Document**
	iii	Other Documents; deleted As Built for SR 72 @ Beneva Rd.
	29	Section V, PROJECT REQUIREMENTS AND PROVISIONS FOR WORK, Q., Schedule of Values, paragraph one, line five, added: The Design-Build Firm must submit the schedule of values **for each TWO** to the Department for approval.
	33	Section V, PROJECT REQUIREMENTS AND PROVISIONS FOR WORK, Section DD, Signalization Plans: added the following to the section: **TWO's will identify the finish for mast arm assemblies if necessary. Otherwise, the mast arm assemblies will be galvanized.** **The Department may require an emergency signal installation due to hurricanes, tornadoes, auto accidents, corrosion, stress cracking, or other unforeseen incidents.** **The Design-Build Firm shall construct the emergency signal installation within 48 hours of notification by the Department. The installation may include, but not limited to, wooden poles, span wire, catenary wire, signal heads, hangers, bolts and miscellaneous incidentals for an emergency installation. Guying of poles may be required. Utilizing existing controller equipment may be acceptable. Signage at intersections shall be located onto ground mount signs unless otherwise instructed by the Department. The final lump sum compensation for emergency signal installations**

		will be based on the actual pay items and quantities that would be needed to complete the work, plus lump sum Mobilization (MOB) and lump sum Maintenance of Traffic (MOT). **The emergency signal installation specific pay item shall be for the additional cost of the Design-Build Firm to construct the emergency signal within 48 hours of notification by the Department. The construction cost for this pay item shall be proposed by the Proposer as part of the Master Pay Item List.**
	42	Section VI, Design Criteria, Section D, Utilities Coordination, deleted part of No. 2 as noted: 2. Identifying all existing utilities and coordinating any new installations.
Master Pay Item List		Added the following Pay Items and updated the Instructions:

0649 31205A	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE, ARM LENGTH 78 PAINTED	EA	1
0649 31205B	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE, ARM LENGTH 78 POWDER COATED	EA	1
9999-50	EMERGENCY SIGNAL INSTALLATION WITHIN 48 HOURS	EA	1

Attached to Addendum One is the RFP dated June 24, 2014 and Attachment E1N86 Pre-proposal NEPA/PDE Document. The Master Pay Item List with updated Pay items and instructions.

Acknowledge receipt of Addendum Number One in the space provided on the proposal.

Sincerely,

Melody Joyner

Melody Joyner
Contract Analyst III

PLEASE SIGN BELOW IN RECEIPT OF THIS NOTICE AND ADDITIONAL DOCUMENTS ANNOTATED ABOVE.

Signature _____ Date _____

Company Name _____

Florida Department of Transportation
District One

DESIGN-BUILD
REQUEST FOR PROPOSAL FOR DISTRICTWIDE DESIGN-BUILD PUSHBUTTON CONTRACT

For
District One

Financial Projects Number(s): 433412-1-52-01; 433415-1-52-01 & 433416-1-52-01; 427321-7-52-01, 427399-7-52-01; 427321-8-52-01; 427399-8-52-01
Federal Aid Project Number(s): 8886 456 A; N/A; 8886 457 A; N/A;N/A; N/A; N/A
Contract Number: E1N86

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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.

E1N86 Pre-proposal Project Advertisement
E1N86 Pre-proposal Division I Design-Build Specifications
E1N86 Pre-proposal Contract Master Pay Item List
E1N86 Pre-proposal Scope of Services
E1N86 Pre-proposal Geotechnical Services Requirements/Specifications
Contractor Quality Control General Requirements (SP1050813DB)
Structures Foundations (SP4550000DB)
Value Added Specifications
E1N86 Pre-proposal Section 725, Value Added Highway Lighting System
E1N86 Pre-proposal District One Lane Closure Spreadsheet
E1N86 Pre-proposal General Notes for Signalization
E1N86 Pre-proposal NEPA/PDE Document

REFERENCE DOCUMENTS

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

Concept Plans
As Built Plans for 16210-3523 & R/W plans for 61210-2514
As Builts for Collier County Intersections
As Built for US 41 @ Orange Ave.
As Built for US 41 @ Bay St..

As Built for US 301 @ Amsterdam and Erie Rd.
As Built for SR 544 @ Charlotte Rd.
District One Signal Updates:
ftp://ftp.dot.state.fl.us/fdot/d1/traffops/Signal%20Design%20Updates/

I. Introduction.

The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for a Task Work Order driven Districtwide Design-Build Push-Button Contract. The Task Work Orders derived from this contract may contain Federal Highway Administration (FHWA) mandates that require Federal Highway Administration approval as well as State mandates that require State approval. Projects may be on off-system roadways, if applicable. The successful bidder will be responsible for the implementation of projects from concept to completion of construction. Typical projects will consist of minor intersection improvements, lighting upgrades, median revisions, signal installations, drainage improvements, ITS upgrades, signing installations, safety improvements and structure projects.

Individual projects may be assigned for a period of three (3) years from the date of the Notice to Proceed (NTP) of this Contract being issued, with a maximum of three (3) optional annual renewals which must be approved by the Florida Department of Transportation Chief Engineer prior to renewal being issued, or until a total maximum accumulated compensation of $12,000,000 is reached, of which a maximum of $3,800,000 would be allocated for Task Work Order assignments during each year of the contract. Individual Task Work Order assignments will not exceed $1,000,000 and will not exceed 1 year in duration.

All allocations shall be contingent upon sufficient legislative appropriation and additional funds may be added to increase the contract amount when they are available. The Department, however, does not guarantee any quantities or final compensation relative to this contract. Actual quantities and final compensation will be based on Task Work Orders issued during the contract period.

The types of projects that may be assigned under this Contract shall include, but not be limited to:

- intersection widening
- lengthening storage lanes
- median modifications
- signal upgrades and installations
- lighting upgrades and installations
- ADA upgrades and pedestrian improvements
- sidewalk installations and upgrades
- median revisions (adding turn lanes, modifying for directional openings and closing of medians)
- drainage upgrades and /or installations
- guardrail upgrades or installations
- signing and pavement markings
- intelligence transportation systems components upgrades

The types of projects that may be assigned under this Contract shall include, but not be limited to, modifications and improvements to median openings, intersections, signing and pavement markings, traffic signals, highway lighting, and intelligent transportation systems (ITS). Elements of work may include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility coordination and relocation, maintenance of traffic, cost estimates, environmental permits, specification packages and coordination, public involvement efforts, and all necessary incidental items for a complete project. No right-of-way acquisition will be required under this contract

Elements of work for these projects will require all necessary documentation for designing, permitting,

and construction of the projects.

The first Task Work Order under this Contract will authorize the analysis, design and construction of up to six (6) specific projects identified in the attached Scope of Services. The Technical Proposal and the Price Bid Proposal shall address the Proposer's qualifications for those specific projects.

For each subsequent Task Work Order, the Design-Build Firm shall be responsible for preliminary feasibility assessments, survey, geotechnical investigation, design, acquisition of all permits not acquired by the Department, any required modification of permits acquired by the Department, maintenance of traffic, demolition, and any other requirements to complete the plans for construction on or before the date indicated in the Task Work Order. The Department will make available any existing as-built plans or other data related to each Task Work Order if they are available.

The Design-Build Firms' Scope of Services price proposal amounts will be used in the adjusted-score calculation formula and will be used to determine payment for the original task work order effort and will be used to establish unit prices for payment of services for future task work order assignments.

The successful Design-Build Firm will be required to ensure an adequate work force is available to successfully complete the initial tasks.

Description of Work

a. Constructability Analysis:

   The purpose of this analysis phase is to provide the Florida Department of Transportation (FDOT) with professional services for conducting needed constructability analysis for assigned Task Work Orders. The analysis and conceptual recommendations produced by the Design-build Firm in this analysis will provide valuable input into the development of the design for the associated Task Work Orders with minimum of time impact, delay, or cancellation.

   Payment shall be made for services provided in this analysis as part of the design fee related to the construction cost when the task is able to proceed. For those tasks that need to be cancelled as a result of the findings during the constructability analysis, the designer will be paid a fee based on a percent of the estimated construction cost established by the contractor as a response to this RFP. This fee will also be utilized in determining the low bid option of the score and will be negotiated with the design-build firm prior to notice to proceed on each task.

   The constructability analysis will not be required for every Task but will be identified in the scope of services for each Analysis Task when needed.

b. Design-Build Phase:

   Design-Build services are required for various District-wide traffic operations push-button improvements that will be assigned as individual Task Work Orders as the specific projects are identified. If there are issues in a specific project that must be in compliance with the Federal Highway Administration (FHWA) guidelines and requirements, these guidelines and requirements will be met before this Task Work Order can be issued. Each such assignment shall be made with the issuance of a Task Work Order authorization, which shall identify the assigned project, specify the Design-Build services to be performed, and state the compensation for the

services and Task Time compensation in the NTP is subject to change based on the quantities established during the design phase. No construction is to be started without an agreement between FDOT and the Contractor on the lump sum reimbursement. No work shall begin on a specific project until a Task Work Order for that project has been authorized in writing by the Department under the Contract.

The Design and Construction Criteria, Section VI, 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 environmental permitting agencies; and the public.

The Design-Build Firm will coordinate all utility relocations. The Department will reserve the right to provide partial or complete design plan sets to the Design-Build Firm for their use in completion of an assigned Task Work Order. The fee for design services may be revised based on the completeness of the plans. This revision will be extended by way of a Work Order (WO) or Supplemental Agreement (SA).

The Design-Build Firm shall demonstrate good project management practices while working on the projects assigned under this Contract. These practices include communication with the Department and others as necessary, management of time and resources, and providing the Department with complete documentation related to this contract when requested.

The Department will provide contract administration, management services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the improvements. The Department will collaboratively provide job specific information and/or functions as outlined in this document.

c. Contract Tracking/Inventory and Evaluation Phase:

The Department requires the Design-Build Firm to collect and utilize specific data before, during, and after construction of projects for reporting and evaluation purposes. The evaluation purposes directly support and measure the Federal Highway Administration's safety goals and the Department's mission to provide a safe and efficient transportation system that ensures the mobility of people and goods. The Design-Build Firm shall provide a progress / status report on a yearly basis.

A. Design-Build Responsibility

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

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

For each Task Work Order, the Design-Build Firm shall be responsible for reviewing the approved

Environmental Document of the PD&E Study/NEPA document.

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

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

The Design-Build Firm shall examine the Contract Documents and the site(s) 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 Department's Project Manager.

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

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

B. Department Responsibility

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

In accordance with 23 CFR 636.109 of the FHWA, in a Federal Aid project, the Department shall have oversight, review, and approval authority of the permitting process.

The Department will determine the environmental impacts and coordinate with the appropriate agencies during the preparation of NEPA or SEIR Reevaluations. For federal projects, the Department will coordinate and process Reevaluations with FHWA.

II. Schedule of Events.

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

Date	Event
April 21, 2014	Advertisement
May 12 2014	Expanded Letters of Interest for Phase I of the procurement process due in District Office by 5:00pm local time
May 23, 2014	Proposal Evaluators submit Expanded Letter of Interest Scores to Contracting Unit 10:00 am local time
May 23, 2014	Contracting Unit provides Expanded Letter of Interest scores and Proposal Evaluators comments to Selection Committee 3:30 pm local time
May 28, 2014	Public Meeting of Selection Committee to review and confirm Expanded Letter of Interest scores 2:00 pm local time
May 28, 2014	Notification to Responsive Design-Build Firms of the Expanded Letter of Interest scores 3:00pm local time
May 30, 2014	Deadline for all responsive Design-Build firms to affirmatively declare intent to continue to Phase II of the procurement process 3:00 pm local time
May 30, 2014	Shortlist Posting 4:00 pm local time
June 5, 2014	Final RFP provided to Design-Build firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process
June 10, 2014	**Mandatory** Pre-proposal meeting at 10:00 am local time in District One Headquarters, 801 N. Broadway Ave., Bartow, FL. 33830. All Utility Agency/Owners *that the Department contemplates an adjustment, protection, or relocation is possible* are to be invited to the mandatory Pre-Proposal meeting.
June 17, 2014	UAO's meeting with each Design Build Firm in District One Headquarters, 801 N. Broadway Ave., Bartow, FL. 33830.
July 24, 2014	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
July 28, 2014	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.
August 11, 2014	Technical Proposals due in District Office by 4:00 p.m. local time
August 12, 2014	Deadline for Design-Build for to "opt out" of Technical Proposal Page Turn meeting.
August 18, 2014	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
August 29, 2014	Question and Answer Session. Times will be assigned during the pre-proposal meeting. One hour will be allotted for questions and responses.
September 4, 2014	Deadline for submittal of Written Clarification letter following Question and Answer Session 10:00 am local time

September 4, 2014	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
September 8, 2014	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
September 10, 2014	Price Proposals due in District Office by 2:00 pm local time.
September 10, 2014	Public announcing of Technical Scores and opening of Price Proposals at 2:00 pm local time in District One Headquarters, 801 N. Broadway Ave., Bartow FL. 33830.
September 16, 2014	Public Meeting of Selection Committee to determine intended Award
September 16, 2014	Posting of the Department's intended decision to Award
September 29, 2014	Anticipated Award Date
October 13, 2014	Anticipated Execution Date

III. Threshold Requirements.

A. Qualifications

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

B. Joint Venture Firm

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

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

C. Price Proposal Guarantee

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

Specifications.

D. Pre-Proposal Meeting

Attendance at the pre-proposal meeting is mandatory. Any affirmatively declared proposer failing to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to provide a forum for the Department to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, design exceptions/variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, in the Department's opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Department will issue a written addendum to this Request for Proposals as the Department determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Department. FHWA will be invited on oversight Projects, in order to discuss the Project in detail and to clarify any concerns. Proposers shall direct all questions to the Departments Question and Answer website:
https://www3.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal

E. Technical Proposal Page-Turn Meeting

The Department will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting. FHWA will be invited on FA Oversight Projects. The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due and the Question and Answer session occurs, per the Schedule of Events section of this RFP. The Department will terminate the page-turn meeting promptly at the end of the allotted time. The Department will audiotape record or videotape all or part of the page-turn meeting. All audiotape recordings or videotape recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. An unmodified aerial or map of the project limits provided by the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Department upon conclusion of the page turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page turn meeting is expressly prohibited. Upon conclusion of the thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to five (5) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Department.

F. Question and Answer Session

The Department may meet with each Proposer, formally, for a Question and Answer session**.** FHWA shall be invited on FA Oversight Projects. The purpose of the Q & A session is for the Technical Review Committee to seek clarification and ask questions, as it relates to the Technical Proposal, of the Proposer. The Department may terminate the Q & A session promptly at the end of the allotted time. The Department shall audiotape record or videotape all or part of the Q & A session. All audiotape recordings or videotape recordings will become part of the Contract Documents. The Q & A session will not constitute “discussions” or negotiations. Proposers will not be permitted to ask questions of the Department except to ask the meaning of a clarification question posed by the Department. No supplemental materials,

handouts, etc. will be allowed to be presented in the Q & A session. No additional time will be allowed to research answers.

Within one (1) week of the Q & A session, the Design-Build Firm shall submit to the Department a written clarification letter summarizing the answers provided during the Q & A session. The Design-Build Firm shall not include information in the clarification letter which was not discussed during the Q&A session. In the event the Design-Build Firm includes additional information in the clarification letter which was not discussed during the Q&A session and is not otherwise included in the Technical Proposal, such additional information will not be considered by the Department during the evaluation of the Technical Proposal.

The Department will provide some (not necessarily all) proposed questions to each Design-Build Firm as it relates to their technical proposal approximately 24 hours before the scheduled Q & A session.

G. Protest Rights

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

Clerk of Agency Proceedings
Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

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

H. Non-Responsive Proposals

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

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

Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

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

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

I. Waiver of Irregularities

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

1. Any design submittals that are part of a proposal shall be deemed preliminary only.

2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The Department, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.

3. In no event will any such elections by the Department be deemed to be a waiving of the Design and Construction Criteria.

4. The Proposer who is selected for the project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.

5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Department policies. Innovation should be limited to Design-Build Firm’s means and methods, roadway alignments, approach to project, use of new products, new uses for established products, etc.

6. The Proposer shall obtain any necessary permits or permit modifications not already provided.

7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

J. Modification or Withdrawal of Technical Proposal

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

K. Department's Responsibilities

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

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

L. Design-Build Contract

The Department will enter into a Lump Sum contract with the successful Design-Build Firm. In accordance with Section V, the Design-Build Firm will provide a schedule of values to the Department for their approval. The total of the Schedule of Values will be the lump sum contract amount for the Task Work Order.

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

1. Constructability Analysis (If required):

The major objective of this activity is to provide the Department the justification analysis and recommendations for each individual Task Work Order when it is requested to ensure the readiness for the work to be completed. This analysis will identify any potential conflicts of, but not limited to, above or underground utilities, right of way, environmental concerns, variations, exceptions, or any other issues that may cause delay or cancellation of Task Work Orders if these issues were not identified and resolved beforehand. The analysis for all Safety projects shall include a B/C ratio and the elements for future reporting. Each analysis shall require a final recommendation report and all documentation related to design variations, exceptions, etc. will be generated and processed by the Design-Build Firm. The NEPA documentation will be prepared by the Department and will be provided to the Design-Build firm. A constructability analysis may not be required for all Task Work Orders or all projects under a Task Work Order.

a.) DESCRIPTION OF CONSTRUCTABILITY ANALYSIS SERVICES:

The constructability analysis required for a specific Task Work Order might include but in some cases might not be limited to a Utility Analysis, and a General and Design Standards Analysis. Payment for each constructability analysis will be a predetermined compensation based on a percentage of the cost of construction as submitted in response to this RFP. The period of performance will be negotiated and documented as part of each Task's RFP.

The Design-Build Firm shall prepare and submit complete feasibility summary reviews describing the analysis, findings, and improvement recommendations for specific locations requested by the Department. The proposed recommended improvements should be presented in sufficient detail to allow the contract scope to be prepared directly from this study or report.

Engineering cost-estimates shall also be provided to the Department by the Design-Build Firm. The Design-Build Firm will also be required to support the Department in the development, evaluation, and documentation identifying all utility facilities from the Utility Agency/Owners (UA/O) ensuring no conflicts exist between utility facilities and the Department's construction project or determine that adjustments can be made without affecting construction costs or duration, such that the Task Work Order will have to be withdrawn. The Department will make the final decision on whether or not to withdraw a Task Work Order.

The Design-Build Firm shall prepare and submit a final report with a copy of a preliminary plan set, identifying the status of the project with respect to the proposed scope of the assigned Task Work Order. The Design-Build Firm shall also identify all utility facilities underground and/or topographic including FDOT ITS facilities. This report shall be submitted to the Department Project Manager no later than thirty (30) days from the date this study Task Work Order is issued. If there are potential R/W conflicts, utility conflicts, above or underground, the Design-Build Firm shall inform the Department via this report and provide design alternatives or suggest complete omission of this specific location.

If there are potential design standards variations or exceptions from the AASHTO and Department current Design Standards or Guidelines, the Design-Build Firm shall inform the Department via the report and provide specific areas of variations or exceptions required for the completion of the construction project.

The Design-Build Firm shall contact the appropriate District One Operations Center or Maintenance Office or local agencies if the project is off-system, to obtain the latest as-built plans available for each location in the assigned Task Work Order. The Design-Build Firm shall utilize the as-built plans to determine the available right of way and locations of utilities for the proposed improvements at each location. If adequate right-of-way information is not available in the as-built plans, the Consultant will contact the Departments Right of Way Office to obtain any available right-of-way data.

Based on the information obtained from the as-built plans, the Design-Build Firm shall conduct a field review of the existing conditions at each assigned locations to confirm the existing geometry, facilities, and to determine if there is adequate right of way and clear areas to construct the proposed improvements. Additionally, the Design-Build Firm will verify through the appropriate Department Operations Center and with other local agencies (i.e., Counties and local municipalities) that there are no conflicts with existing or proposed projects.

The Design-Build Firm shall prepare and submit one electronic and one paper formatted report of the complete constructability analysis from the information collected in the field, to the Department no later than thirty (30) days from the date this study Task Work Order is issued. The results of the initial engineering and constructability analysis shall be summarized in a pdf format document maximum 10 pages long with minimum font 10 Arial size. The report shall include project design controls, physical constraints if any, aerial view or plan sheet with scale 1"=50' including a baseline survey or construction baseline with assumed datum; design

variations/exceptions required, coordination of on-going design projects by the department or private or public permit applications in the same vicinity, coordination with local agencies (i.e., cities, counties and other pertaining municipalities) for current LAP on-going projects. The constructability analysis shall include improvement recommendations in sufficient detail to permit contract scope modifications if needed to be prepared directly from it. Adequate engineering cost estimates shall also be provided.

b.) PAYMENT METHOD

The Design-Build Firm will be paid one lump sum amount for each constructability analysis completed. The lump sum shall be paid for as a percentage of the proposed construction cost, and it shall not exceed two percent (2%) of the proposed engineer estimated construction cost. The Design-Build Firm shall propose and bid for this lump sum compensation along with the initial Task Work Order. This shall be used as a standard method of payment for all Task Work Orders assigned thereafter.

2. Design-Build Phase:

The Department will enter into a Task Work Order driven contract with the successful Design-Build Firm. Compensation for the Initial Task Work Orders (projects described in this RFP) shall be a lump sum amount equal to the Price Proposal of the successful Design-Build Firm for the Initial Task Work Orders. This lump sum amount includes the design cost, constructability analysis cost (if necessary) and the construction cost as described in Section V and Section VI of this RFP, and in each specified Task Work Order scope.

If there are potential design standards variations or exceptions from the AASHTO and Department current Design Standards or Guidelines, the Design-Build Firm will be responsible for obtaining them.

The Design-Build Firm shall contact the appropriate District Operations Center or local agencies if the project is off-system, to obtain the latest as-built plans available for each location in the assigned Task Work Orders. The Design-Build Firm shall utilize the as-built plans to determine the available right of way for the proposed improvements at each location. If adequate right-of-way information is not available in the as-built plans, the Consultant will contact the Departments Right of Way Office to obtain any available right-of-way data.

The Design-Build Firm shall be responsible for utility coordination and obtaining utility location information.

Based on the information obtained from the as-built plans, the Design-Build Firm shall conduct a field review of the existing conditions at each assigned locations to confirm the existing geometry, facilities, and to determine if there is adequate right of way and clear areas to construct the proposed improvements. Additionally, the Design-Build Firm will verify through the appropriate Department Construction and Maintenance offices and with other local agencies (i.e., Counties and local municipalities) that there are no conflicts with existing or proposed projects.

The Design-Build Firm is responsible to secure any and all necessary permits and licenses required to perform work within the Departments and/or any other local jurisdiction (i.e. cities or counties) rights of way in accordance with Section 7-2 of FDOT Standard Specification for Road and Bridge Construction. This may include but not limited to: special use and/or right of way use permits.

The Price Bid Proposal shall itemize the Design Cost portion of the bid as a percentage of the Construction Cost. This Design Cost shall be proposed by the Proposer in the initial Task Work Orders and the level of complexity as low, medium or high shall be identified. This proposed percentage shall not exceed 20% of the proposed construction cost. The lowest percentage will represent the least complexity and the highest percentage will represent the highest complexity. This 20% does not include the reimbursement for the constructability analysis mentioned in section III.L.1. For each Task Work Order after the initial assignment, the design cost of the lump sum compensation shall be a percentage of the proposed construction cost related to the level of complexity of the project (low, medium or high).

For each subsequent Task Work Order, the compensation amount for the design cost portion shall be negotiated (low, medium or high) as the projects are assigned. When the design cost portion is set for each Task Work Order, the Department shall not pay any additional design fees due to construction cost overruns or any other cost increases after any portion of this Task Work Order is designed.

In the event that there is no design service provided by the Design-Build Firm, the Department will pay no design cost for that Task Work Order. In the event that there is a partial design service provided by the Design-Build Firm, the Department will pay the partial design cost for that Task Work Order. The amount for the partial design costs will be negotiated and reimbursed through a Work Order or Supplemental Agreement. The Department reserves the right to provide a partial or a complete design plan set for each assigned Task Work Order.

For each Task Work Order issued after the initial assignment, the Department will provide a Task Work Order maximum budget and maximum duration as part of the Notice to Proceed. The final lump sum compensation covering the construction costs for each Task Work Order issued after the initial assignment will be based on the actual pay items and quantities that would be needed to complete the work as part of the final signed and sealed design documents, plus lump sum Mobilization (MOB) and lump sum Maintenance of Traffic (MOT).

In the construction cost portion for each project of the initial Task Work Orders, the lump sum Maintenance of Traffic (MOT) (Pay Item 102-1) and the lump sum Mobilization (MOB) (Pay Item 101-1) shall be paid for as a percentage of the proposed construction cost, and this cost (MOT + MOB) shall not exceed 20% of the proposed construction cost. The MOT items, MOB items, and all other pay items that are necessary for this construction Task Work Order shall be listed with quantities and unit prices on the bid blank form. Pay item or unit prices submitted on this form shall be the same as those submitted in the Master Pay Item List. The MOB and MOT percentage (%) established on the initial Task Work Orders will be used on all subsequent Task Work Orders.

For pay item(s) in the subsequent Task Work Orders that may not be included on the pay item list, the Department must execute a Supplemental Agreement or Work Order that pay item(s) will be paid for at a unit price(s) to be negotiated in accordance with the Department's specifications.

If the Department determines that the performance of the Design-Build Firm is not satisfactory, the Department may notify the Prime Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time, but not less than 10 days. Otherwise, the Agreement will be terminated at the end of such time or thirty (30) days, whichever is sooner.

If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Design-Build Firm, the Department will notify the Prime Contractor of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

If the Agreement is terminated before performance of work is completed, the Design-Build Firm will be paid for the work that was satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement. Compensation will be made through a Supplemental Agreement or Work Order.

3. Contract Tracking/Inventory and Evaluation Phase:

The Department requires the Design-Build Firm to collect and utilize specific data before, during, and after construction of projects for reporting and evaluation purposes. The evaluation will directly support and measure the Federal Highway Administration's safety goals and the Department's mission.

The Design-Build Firm shall provide a progress / status report on a yearly basis. The report will demonstrate the effectiveness of the completed Task Work Orders assigned as well as the overall benefits of each Task Work Order completed under this innovative type of contract. The Design-Build Firm shall use the collected data and present it in a logical way to support and measure the effectiveness of the Design-Build Push Button Contract in terms of addressing traffic operations and safety, American Disability Acts (ADA), timeliness, efficiency, and whether or not this contract is an effective life-saving tool for the public.

Supporting documentation will be required of under construction and completed projects. The report will also provide the timeline in which each task was completed to demonstrate the time effectiveness of this kind of contract approach. It is also required that the report contains a detailed description of all activities and deliverables submitted to the Department per Task Work Order assigned.

When required by the Department, the Design-Build Firm shall prepare and submit at least one electronic and five paper form reports, with complete details as outlined above, no later than ninety (90) days from the requested date.

Payment shall be made for services provided under this phase separate from the design and construction fees and is a one-time negotiated lump sum, implemented through a Work Order or Supplemental Agreement.

M. Acceptance of Work:

Completion of all work associated with a Task Work Order will be documented by the Department's Resident Engineer as Partial Acceptance of the contract in accordance with Specifications 5-10.3. The Department shall provide written notice of Partial Acceptance to the Contractor and the Contractor's obligations for indemnification, defense and to hold the Department harmless under Section 7-12.1 shall cease for the accepted portion of the contract. However, the Contractor shall be responsible under Section 7-12.1 as it applies to direct performance of work items of final striping, landscape establishment period, signalization "burn-in" or any other contract item which requires performance, warranty or maintenance after the completion of all other contract items for the accepted portion of the contract.

N. Task Work Order Liquidated Damages:

A maximum number of days for completion of all work associated with each Task Work Order shall be identified in the Task Work Order Notice to Proceed.

Liquidated Damages shall be established and applied according to Section 8-10, Liquidated Damages for Failure to Complete Work, per the applicable edition of the Florida Department of Transportation Standard Specifications of Road and Bridge Construction, Liquidated Damages will be assessed for the contractors failure to complete all work and obtain Partial Acceptance of all work associated with a Task Work Order within the established Contract Time identified in the Task Work Order Notice to Proceed.

Completion of a Task will be established by the Engineer and will be based on the date the Engineer issues Partial Acceptance of all work associated with a Task Work Order. Contract time for the Task Work Order may be adjusted in accordance with Standard Specification 8-7, Computation of Contract Time. Such extensions will be documented by the Department.

O. Price Adjustments

There will be no pay item unit price adjustments on this contract. All references to any price adjustments included in the Standard Specifications for Road and Bridge Construction are not applicable to this contract.

IV. Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

The Department of Transportation has an overall eight and six tenths percent (8.6%) race-neutral DBE goal. This means that the State's goal is to spend at least 8.6% of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Department believes that the 8.6% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown in the Project Advertisement and on the bid blank/contract front page under "% DBE Availability Goal". The Department has determined that this DBE percentage can realistically be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 8.6% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department encourages all of our Design-Build Firms to actively pursue obtaining bids and quotes from Certified DBE's.

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE's. This information is being collected through the Department's Equal Opportunity Compliance (EOC) system

B. DBE Supportive Services Providers:

The Department has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBE's. This consultant is also required to work with prime Design-Build Firms, who have been awarded contracts, to assist in identifying DBE's that are available to

participate on the Project. The successful Design-Build Firm should meet with the DBE Supportive Services Provider to discuss the DBE's that are available to work on this Project. The current Provider for the State of Florida is serviced by Blackmon Roberts Group and can be reached at (863) 802-1280 in Lakeland or (305) 777-0231 in Coral Gables.

C. Bidders Opportunity List:

The Federal DBE Program requires States to maintain a database of all Firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all Firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted Projects, including both DBE's and Non-DBE's.

A Bid Opportunity List should be submitted through the Equal Opportunity Compliance system which is available at the Equal Opportunity Office Website. This information should be returned to the Equal Opportunity Office within three days of submission.

V. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.

A. Governing Regulations:

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Department, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Department at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), Design Standards and Revised Index Drawings. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Design Standards and Revised Index Drawings in effect at the time the bid price proposals are due in the District Office. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Roadway Plans Preparation Manuals (PPM)
   http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm

2. Florida Department of Transportation Design Standards
   http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

3. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
   http://www.dot.state.fl.us/specificationsoffice/Default.shtm

4. Florida Department of Transportation Surveying Procedure
   http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf

5. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
   http://www.dot.state.fl.us/surveyingandmapping/doc_pubs.shtm

6. Florida Department of Transportation Drainage Manual
http://www.dot.state.fl.us/rddesign/Hydraulics/ManualsandHandbooks.shtm

7. Florida Department of Transportation Soils and Foundations Handbook
http://www.dot.state.fl.us/structures/Manuals/SFH.pdf

8. Florida Department of Transportation Structures Manual
http://www.dot.state.fl.us/structures/DocsandPubs.shtm

9. Florida Department of Transportation Current Structures Design Bulletins
http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm

10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual
http://www.dot.state.fl.us/ecso/downloads/publications/Manual/default.shtm

11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook
http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/

12. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards
http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/

13. Instructions for Design Standards
http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf

14. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110

15. MUTCD - 2009
http://mutcd.fhwa.dot.gov/

16. Safe Mobility For Life Program Policy Statement
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf

17. Traffic Engineering and Operations Safe Mobility for Life Program
http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm

18. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf

19. Florida Department of Transportation Florida Sampling and Testing Methods
http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm

20. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf

21. Florida Department of Transportation Design Bulletins and Update Memos
http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm

22. Florida Department of Transportation Utility Accommodation Manual
http://www.dot.state.fl.us/specificationsoffice/utilities/UAM.shtm

23. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR

24. Florida Department of Transportation Flexible Pavement Design Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

25. Florida Department of Transportation Rigid Pavement Design Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

26. Florida Department of Transportation Pavement Type Selection Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

27. Florida Department of Transportation Right of Way Manual
http://www.dot.state.fl.us/rightofway/Documents.shtm

28. Florida Department of Transportation Traffic Engineering Manual
http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm

29. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.dot.state.fl.us/TrafficOperations/Doc_Library/Doc_Library.shtm

30. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm

31. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116

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

33. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm

34. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm

35. Florida Department of Transportation Driveway Information Guide
http://www.dot.state.fl.us/planning/systems/sm/accman/pdfs/driveway2008.pdf

36. AASHTO Highway Safety Manual
http://www.highwaysafetymanual.org/Pages/default.aspx

37. 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 Department policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

1. **Alternative Technical Concept (ATC) Proposals**

Due to the nature of the Contract, ATC's are not applicable.

C. Geotechnical Services:

1. **General Conditions**:

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

D. Department Commitments:

The Design-Build Firm will be responsible for adhering to the project commitments identified for each Task Work Order issued under this Contract.

E. Environmental Permits:

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

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

2. **Permits:**

The Design-Build Firm shall be responsible for the acquisition of all applicable permits of each Task Work Order. The Design-Build Firm shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the Department prior to submittal to the agencies.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permitee, the Department is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the

project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy of any and all correspondence with any of the environmental permitting agencies shall be sent to the District Environmental Permits Office. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the environmental permits valid throughout the construction period.

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

The Design-Build Firm shall be solely responsible for all costs associated with these permitting activities and shall include all necessary permitting activities in their schedule.

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

The Design-Build Firm must ensure that the project is constructed and maintained in accordance with all conditions of each permit. The Design-Build Firm is responsible for all commencement and termination of construction notices as well as the preparation and submittal of any post construction certifications, as-built plans and transferring of the construction permit to an operations permit. The Design-Build Firm is responsible for advertising all public notifications and their costs. The Department is not responsible for any delays caused by third party objections to permits that were not properly noticed by the Design-Build Firm.

3. Mitigation of Environmental Impacts

The Design-Build Firm, under the control and direction of the Department, shall be responsible for all activities and costs associated with any wetland impacts including mitigation and/or wildlife-related permit, commitments, requirements, understandings, or agreements throughout the life of the project. The goal of the project is to avoid impacts, minimize where impacts cannot be avoided, and then mitigate for the minimized impacts.

The Design-Build Firm shall be responsible for all mitigation costs on the project to offset impacts to both wetlands and protected species.

The Design-Build Firm shall coordinate all discussions of wetland and protected species impact mitigation through the Department's Permits Section and Environmental Management Office and mitigation proposals shall be reviewed and approved by the Department prior to submittal to any regulatory agency. The Department will review

and comment on the mitigation proposal within two weeks.

F. Railroad Coordination:

The Department will conduct the required contract negotiations and plans review coordination. All required Railroad Reimbursement Agreements will be betweenCSX, SGRR or other railroad as required and the Department. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these agreements. The Design-Build Firm must coordinate with the District Rail Office concerning any encroachments into the railroad rights of way.

G. Survey:

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All surveying and mapping work must be accomplished in accordance with the Department's Surveying Procedure, Topic Nos. 550-030-101; Right-of-Way Mapping Procedure, Topic No. 550-030-015; Aerial Surveying Standards for Transportation Projects Procedure, Topic No. 550-020-002. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

H. Verification of Existing Conditions:

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

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

I. Submittals:

The submittals required for each project will be identified in the Task Work Order and will be specified according to the type of work to be performed. For example, on a signing and pavement marking only project, the designer will initially submit a set of 90% plans for review to the department. On a Signal head replacement only and pavement markings, a 90% set of plans will be required for initial review by the department. For signalization plans with miscellaneous structures 60 % and 90% design plans will be required prior to final submittal. For intersection improvements that include all the jobs described previously plus grading and pavement construction, 60% and 90% design plans will be required prior to final submittal. For ITS projects on freeways, the designer will submit 60% and 90% plan sets for review by all disciplines prior to final submittal. If the ITS project is on an arterial roadway system, the designer will make submittals as described for major signalization and signing and marking projects above. Once all the comments made by the different disciplines are addressed, a final 100% set of plans will be submitted for approval. Final plans shall be endorsed via PEDDS or other acceptable electronic delivery and submitted directly to the Departments Project Manager or designee. Submittals via E-delivery are required.

1. Plans:

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review. Prior to providing the Department with any submittals, the Design-Build Firm is required to perform a quality check of the submittal. If the submittal is incomplete or contains substantial errors, then the Department will reject the submittal.

Submittals for Category I and II bridges are limited to the following component submittals: foundation, substructure, and superstructure. Bridge component submittals must be accompanied by all supplemental information required for a complete review. Submittals for individual component elements (i.e. Pier 2, Abutment 1, Span 4, etc.) and incomplete submittals will not be accepted.

Category I and II bridge component submittals shall contain the following:

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

The Design-Build Firm shall provide copies of required review documents as listed below.

60% Component Plans (if necessary)
I CD with all Plans
3 sets of 11" X 17" roadway/signalization plans
3 sets of 11" X 17" structure plans
3 sets of 11" X 17" each component set
2 copies of Preliminary Geotechnical Report

90% Component Plans
I CD with all Plans
3 sets of 11" X 17" roadway plans
3sets of 11" X 17" structure plans
3 sets of 11" X 17" each component set
3 copies of Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period
2 copies of Final Geotechnical Report
2 copies of Final Bridge Hydraulic Report
2 sets of documentation – roadway/drainage
2 sets of documentation - structures
1 copy of Technical Special Provisions
Load Rating

Independent Peer reviewer's comments and comment responses

Final Component Plans

I CD with all Plans
3 sets of 11" X 17" roadway plans
3 sets of 11" X 17" structure plans
3 sets of 11" X 17" each component set
3 copies of Settlement and Vibration Monitoring Plan (SVMP)
3 sets of final documentation
1 signed and sealed copy of Specifications Package
2 sets of electronic copies of Technical Special Provisions on CD
Independent Peer Reviewer's signed and sealed cover letter that all comments have been addressed and resolved.

Construction Set:

1 set of 11"X 17" copies of the signed and sealed plans for the Department to stamp "Released for construction**"**

Final signed and sealed plans will be delivered to the Department's Project Manager prior to construction of any component. The Department's Project Manager will send a copy of final signed and sealed plans to the appropriate office for review and comment. Once all comments have been satisfactorily resolved as determined by the Department, the Department's Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the Department's Project Manager are valid and all work that the Design-Build Firm performs in advance of the Department's release of Plans will be at the Design-Build Firm's risk. To work at risk, the Design-Build Firm must submit signed and sealed plans and can begin working prior to the Department's Project Manager providing stamped "Release for Construction" plans. The Design-Build Firm shall notify the Department five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the Department's release of Plans will be at the Design-Build Firm's risk..

As-Built Set:

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

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

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

The Department shall certify the As-Built Plans as per Chapter 5.12 of the Construction Project Administration Manual (TOPIC No. 700-000-000).

The Design-Build Firm shall furnish to the Department, upon project completion, the following:

- 1 set of 11” X 17” signed and sealed plans
- 2 sets of 11 "X 17” copies of the signed and sealed plans
- 1 signed and sealed copy of the Bridge Load Rating based on as-built conditions
- 2 sets of final documentation (if different from final component submittal)
- 2 (two) Final Project CD’s with CADD files

2. Milestones:

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

- Milestones will be set for each Task Work Order if necessary.

3. Railroad Coordination:

Three sets of certain plan sheets are required for review by the railroad. The sets are to be mailed to the District Rail Administrator. The required sheets are:

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

J. Contract and Task Work Order Duration:

The Department has established a Contract Duration of **365** calendar days for the Projects identified in the initial Task Work Orders.

Subsequent Task Work Orders will have Contract Time not to exceed 365 days. The Contract Time for each subsequent Task work Order time will be documented in the Task Work Order Notice to Proceed.

K. Project Schedule:

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm’s Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and Department observed Holidays) review time for the Department’s review of all submittals.

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

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

Special events, if required, will be identified in each Task Work Order.

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
- Design Survey
- Submittal Reviews by the Department 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
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by key personnel identified in the

expanded letter of interest and/or technical proposal by the Design-Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the Department's Construction Project Manager. The Design-Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

For each assigned Task Work Order, the Design-Build Firm shall designate a Project Manager who will be the representative of the Design-Build Firm. This person will be the key contact person between the Department and the Design-Build Firm for communication purposes including, but not limited to, design issues/resolutions, construction issues/resolutions, and all other issues. In the event the Design-Build Firm employs more than one designer and/or sub-contractor, this designated Project Manager will represent all of those designers and sub-contractors. At the Department's discretion, during the design phase of an assigned Task Work Order, the Design-Build Firm shall provide a representative who is available on a continuing basis as required by the Department, and who is capable of providing continuous accurate design knowledge of information associated with an assigned Task Work Order.

M. Meetings and Progress Reporting:

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

- Department technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings
- System Integration Meetings

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

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

The Design-Build Firm shall meet with the Department's Construction Project Manager and ITS representatives at least thirty (30) calendar days before beginning system integration activities. The purpose of these meetings shall be to verify the Design-Build Firm's ITS and signalization integration plans by reviewing site survey information, proposed splicing diagrams, IP addressing schemes, troubleshooting issues, and other design issues. In addition, at these meetings the Design-Build Firm shall identify any concerns regarding the Integration and provide detailed information on how such concerns will be addressed and/or minimized.

The Design-Build Firm shall provide all documentation required to support system integration meetings, including detailed functional narrative text, system and subsystem drawings and schematics. Also included shall be the documentation to demonstrate all elements of the proposed design which includes, but is not limited to: technical, functional, and operational requirements; ITS/communications; equipment; termination/patch panels; performance criteria; and details relating to interfaces to other ITS subsystems.

System Integration Meetings will be held on mutually agreeable dates.

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

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

N. 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. A Public Involvement Consultant (PIC) has been hired by the Department to carry out an exhaustive Public Involvement Campaign and a marketing effort. The Design-Build Firm will continue to be part of the Public Involvement effort but on a limited basis as described below.

2. **Community Awareness:**

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

3. **Public Meetings:**

The Design-Build Firm shall provide all support necessary for the PIC to hold various public meetings, which may include:

- Kick-off or introductory meeting
- Metropolitan Planning Organization (MPO) Citizens Advisory Committee Meetings
- MPO Transportation Technical Committee Meetings
- MPO Meetings
- Public Information Meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)

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

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information necessary for the PIC to produce 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, and public hearings.

The Design-Build Firm shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the Department's Project Representative/PIC. The Design-Build Firm shall forward all requests for group meetings to the PIC. The Design-Build Firm shall inform the PIC of any meetings with individuals that occur without prior notice.

4. **Public Workshops, Information Meetings:**

The Design-Build Firm shall provide all the support services listed in No. 3 above.
All legal/display ads announcing workshops, information meetings, and public meetings will be prepared and paid for by the PIC.

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

5. **Public Involvement Data:**

The Design-Build Firm is responsible for the following:

- Coordinating with the Public Involvement Consultant.
- Identifying possible permit and review agencies and providing names and contact information for theses agencies to the PIC.
- Providing required expertise (staff members) to assist the PIC on an as-needed basis.
- Preparing color graphic renderings and/or computer generated graphics to depict the proposed improvements for coordination with the Department, local governments, the Urban Design Guidelines Committee, and other agencies.

The collection of public input occurs throughout the life of the project and requires maintaining files, newspaper clippings, letters, and especially direct contacts before, during and after any of the public meetings. Articles such as those mentioned shall be provided to the PIC for their use and records.

In addition to collecting public input data, the Design-Build Firm may be asked by the PIC to prepare responses to any public inquiries as a result of the public involvement process. The Department shall review all responses prior to mailing.

O. Quality Management Plan (QMP):

1. **Design:**

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

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

conducted.

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

No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

2. **Construction:**

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

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by the Department. The Design-Build Firm will use the Department's database(s) to allow audits of materials used to assure compliance with the STRG. The Department has listed the most commonly used materials and details in the Department's database. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the "Access Instruction for LIMS" for more information on how to gain access to the Department's databases: http://www.dot.state.fl.us/statematerialsoffice/quality/programs/qualitycontrol/contractor.shtm

Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Laboratory Information Management System (LIMS) in accordance with Section 105 of the Standard Specifications for each Task Work Order.

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

P. Liaison Office:

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

Q. Schedule of Values:

The Design-Build Firm will be responsible for invoicing the Department based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the Department of the Design-Build project. Tracking DBE participation will be required under normal procedures according to the CPAM. The Design-Build Firm must submit the schedule of values for each TWO to the Department for approval. No invoices shall be submitted prior to Department approval of the schedule of values.

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

R. Computer Automation:

Project assigned by Task Work Orders shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality and conformance with Department of Transportation policies and procedures. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are available for the MicroStation V8 format in the FDOT CADD Software Suite. However, it is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in Intergraph / Micro station format, as described in the above referenced document.

The archived submittal shall also include either a TIMS database file, CADD Index file (generated from RDMENU) or documentation that shall contain the project history, file descriptions of all (and only) project files, reference file cross references, and plotting criteria a (e.g. batch, level symbology, view attributes, and display requirements). A printed directory of the archived submittal shall be included.

S. Construction Engineering and Inspection:

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

The Design-Build Firm is subject to the Department’s Independent Assurance (IA) Procedures.

T. Testing:

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

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U. Value Added:

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

- Roadway features
- Roadway drainage systems,
- Approach slabs
- Superstructure
- Substructure
- Concrete defects

- Structural steel defects
- Post-tensioning systems
- And any other products or features the Design-Build Firm desires.

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

V. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments, the Department, or other regional and state agencies.

W. 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 Construction Project Manager. If the issue cannot be resolved at this level the Department Construction 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 Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three (3) calendar days (excluding weekends and Department observed holidays), to answer, resolve or address the issue. The three (3) calendar days (excluding weekends and Department observed holidays) period 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 (3) calendar days (excluding weekends and Department observed holidays). The Design-Build Firm shall provide any available supporting documentation.

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

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

X. 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 Resident Engineer will be responsible for review and response within ten (10) calendar days (excluding weekends and Department observed holidays). The Resident Engineer will either concur with the proposed solution or, if the 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 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 (10) calendar days (excluding weekends and Department observed holidays). The District Construction Office will either concur with the proposed solution or, if the 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 Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three (3) calendar days (excluding weekends and Department observed holidays) to answer, resolve or address the issue. The three (3) calendar day (excluding weekends and Department observed holidays) period 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 (3) calendar days (excluding weekends and Department observed holidays). The Design-Build Firm shall provide any available supporting documentation.

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

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

Z. Roadway Plans and Specifications

All plans and design for assigned Task Work Orders are to be prepared in accordance with the applicable standards adopted by AASHTO, Department's Standard Specifications, Department's current memorandums, and the current editions of the Department's Roadway Plans Preparation Manual, Department's Flexible Pavement Design Manual, and Department's Drainage Manual and shall be accurate, legible, complete in design, drawn to the appropriate scale, and furnished in reproducible form on material acceptable to the Department. The Design-Build Firm is to provide the Department with all Special Provision and Development Specifications particular to a given Task Work Order as part of the Roadway Plan submitted. All plans of the proposed construction shall include a baseline survey and/or reference baseline construction to tie elements of proposed construction with stations/offsets for reference by construction personnel and as-built drawings. This may be established in the field by location survey, recovery of previous survey records or as-built plans.

AA. Drainage Plans:

All drainage plans and designs for assigned Task Work Orders are to be prepared in accordance with applicable Department's memorandums, Department's Drainage Manual, and 23 CFR 650, and the requirements in this document. All plans of the proposed construction shall include a baseline survey and/or reference baseline construction to tie elements of proposed construction with stations/offsets for

reference by construction personnel and as-built drawings. This may be established in the field by location survey, recovery of previous survey records or as-built plans.

BB. Structures Plans:

All structures plans for assigned Task Work Orders shall be prepared in accordance with applicable Structures Manual, AASHTO LRFD Bridge Design Specifications and interims and other Department's standards, policies, procedures, applicable temporary design bulletins and directions from the State Structures Design Engineer. These plans shall be accurate, legible, complete in design, and drawn to appropriate scale and furnished in reproducible form on material acceptable to the Department. All category level II bridge plans shall be peer reviewed by a pre-qualified independent firm not involved with the design team, prior to submittal to the Department. All plans of the proposed construction shall include a baseline survey and/or reference baseline construction to tie elements of proposed construction with stations/offsets for reference by construction personnel and as-built drawings. This may be established in the field by location survey, recovery of previous survey records or as-built plans.

All foundations will require **deep** removal unless information is provided to justify shallow removal for each location identified. The information shall clearly identify conflicts or hazards that would be unavoidable if deep foundation removal is performed. Review and approval will be given for each location requested.

CC. Signing and Marking Plans:

All Signing and Marking plans for assigned Task Work Orders are to be prepared in accordance with applicable design standards and practices (Manual on Uniform Traffic Control Devices), Department's Standard Specifications, Indexes, Department's Plans Preparation Manual, and shall be accurate, legible, complete in design, and drawn to the scale indicated in the Department's manuals and furnished in reproducible form. All plans of the proposed construction shall include a baseline survey and/or reference baseline construction to tie elements of proposed construction with stations/offsets for reference by construction personnel and as-built drawings. This may be established in the field by location survey, recovery of previous survey records or as-built plans.

DD. Signalization Plans:

All Signalization plans for assigned Task Work Orders are to be prepared in accordance with applicable design standards and practices, Department's Standard Specifications, Indexes, Department's Plans Preparation Manual, and shall be accurate, legible, complete in design, and drawn to the scale indicated in the Department's manuals and furnished in reproducible form. All plans of the proposed construction shall include a baseline survey and/or reference baseline construction to tie elements of proposed construction with stations/offsets for reference by construction personnel and as-built drawings. This may be established in the field by location survey, recovery of previous survey records or as-built plans.

All foundations will require **deep** removal unless information is provided to the Department to justify shallow removal for each location identified. The information shall clearly identify conflicts or hazards that would be unavoidable if deep foundation removal is performed. Review and consideration for approval will be given specific to each location requested.

TWO's will identify the finish for mast arm assemblies, if necessary. Otherwise, the mast arm assemblies will be galvanized.

The Department may require an emergency signal installation due to hurricanes, tornadoes, auto accidents, corrosion, stress cracking, or other unforeseen incidents.

The Design-Build Firm shall construct the emergency signal installation within 48 hours of notification by the Department. The installation may include, but not limited to, wooden poles, span wire, catenary wire, signal heads, hangers, bolts and miscellaneous incidentals for an emergency installation. Guying of poles may be required. Utilizing existing controller equipment may be acceptable. Signage at intersections shall be located onto ground mount signs unless otherwise instructed by the Department.
The final lump sum compensation for emergency signal installations will be based on the actual pay items and quantities that would be needed to complete the work, plus lump sum Mobilization (MOB) and lump sum Maintenance of Traffic (MOT).

The emergency signal installation specific pay item shall be for the additional cost of the Design-Build Firm to construct the emergency signal within 48 hours of notification by the Department. The construction cost for this pay item shall be proposed by the Proposer as part of the Master Pay Item List.

EE. Lighting Plans:

All Lighting plans for assigned Task Work Orders are to be prepared in accordance with applicable Department design standards, Department Standard Specifications, Indexes, Department's Plans Preparation Manual, and instructions issued by the Department to the Consultant, and shall be accurate, legible, complete in design and drawn to the scale as directed by the Department, and furnished in reproducible form. All plans of the proposed construction shall include a baseline survey and/or reference baseline construction to tie elements of proposed construction with stations/offsets for reference by construction personnel and as-built drawings. This may be established in the field by location survey, recovery of previous survey records or as-built plans.

FF. Partial Payments:

The Department's Construction Project Administrator will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month. The Department's Construction Project Administrator will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the certified submittal by the Contractor less quantities completed and the Contract prices, less payments previously made and less any retainage withheld. Reitainage does not apply to each Task Work Order.

VI. Design and Construction Criteria.

A. General:

The Design-Build Firm shall be responsible for: detailed plan checking as outlined in the Plans Preparation Manual (PPM); as described in the RFP; and the Design and Construction criteria package. This includes a checklist of the items listed in the PPM for each completed phase submittal. Bridge submittals may be broken into foundation, substructure, superstructure, approach spans and main channel

spans. Roadway submittals may be broken down into grading, drainage, walls, ITS, signing & pavement marking, signalization, lighting and final geometry components. The component design must be in conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Technical Proposal.

Before construction activities can begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be reviewed by the Department. Component submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this project. Any modification to the component construction due to subsequent design changes as the result of design development is solely the Design-Build Firm's risk. Upon review by the Department, the plans will be stamped "Released for Construction" and initialed and dated by the reviewer. Any construction initiated by the Design-Build Firm prior to receiving signed and sealed plans stamped "Released for Construction" shall be at the sole risk of the Design-Build Firm.

Prior to submittal to the Department, all Category level II bridge plans shall have a peer review analysis by an independent engineering firm not involved with the production of the design or plans, prequalified in accordance with Chapter 14-75. The peer review shall consist of an independent design check, a check of the plans, and a verification that the design is in accordance with AASHTO and FDOT criteria. The independent peer review engineer's comments and comment responses shall be included in the 90% plans submittal. At the final plans submittal, the independent peer review engineer shall sign and seal a cover letter certifying the final design and stating that all comments have been addressed and resolved.

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

All work that provides a Warranty shall be activated after acceptance of each Task Work Order and not at the end of Contract E1N86.

B. Vibration and Settlement Monitoring:

The Department has identified vibration sensitive sites along the Project corridor. The Design-Build Firm shall be responsible for the identification of and coordination with vibration sensitive sites impacted by the Work for the duration of the construction period.

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

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

- Identify any existing structures in addition to those identified that will be monitored for vibrations during the construction period.

- Establish the maximum vibration levels. The maximum vibration levels stated in specific existing structures shall not be exceeded.

- Identify any existing structures in addition to those identified that will be monitored for settlement during the construction period.

- Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.

- Identify any existing structures in addition to those identified that require pre-construction and post-construction surveys.

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

C. Geotechnical Services

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

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the Department at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the Department's acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the Department.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all nonredundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.

15. Providing safe access, and cooperating with the Department in verification of the drilled shafts, both during construction and after submittal of the certification package.

Spread Footings Foundations

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

1. Evaluating geotechnical conditions and designing the spread footing.
2. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
3. Preparing and submitting an Auger Cast Pile Installation Plan for the Department's acceptance.
4. Inspecting and documenting the spread footing construction.
5. Submitting Foundation Certification Packages in accordance with the specifications.
6. Providing safe access, and cooperating with the Department in verification of the spread footing, both during construction and after submittal of the certification package.

Auger Cast Piles for Sound Barrier Walls

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

1. Evaluating geotechnical conditions and designing the foundations, including diameter and lengths.
2. Constructing all auger cast piles to the required tip elevation and socket requirements, in accordance with the specifications.
3. Preparing and submitting an Auger Cast Pile Installation Plan for the Department's acceptance.
4. Inspecting and documenting the auger cast pile installation.
5. Submitting Foundation Certification Packages in accordance with the specifications.
   Providing safe access, and cooperating with the Department in verification of the auger cast piles, both during construction and after submittal of the certification package.

D. Utility Coordination:

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

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

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

1. Ensuring that all utility coordination and activities are conducted in accordance

with the requirements of the Contract Documents.

2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm's plans.
4. Scheduling utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the Department for review all Utility Agreements.
.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate Sunshine State One Call Tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the Department Project Manager and District Utility Office as requested.
12. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs.

The following Utility Agency/Owners (UA/O's) have been identified by the Department as having facilities within the Project corridor which Department contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the Department as to the eligibility of reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work.

Table A - SUMMARY OF FDOT contemplated adjustment, protection, or relocation

UA/O	Utility Relocation Type	Cost Estimate	Lump Sum Bid
Ken Sosville, City of Sarasota, 941 365 2200, ken.sosville@sarasotagov.com	UA/O performing non-reimbursable utility work	N/A	No
Greg Coker, Florida Power & Light Distribution 941 723 4430, greg_coker@fpl.com	UA/O performing non-reimbursable utility work	N/A	No
Peter Washio, Florida Power & Light Transmission 561 904 3693, peter.h.washio@fpl.com	UA/O performing non-reimbursable utility	N/A	No
Denise Hutton, Verizon Florida, 941 906 6722 8343, denise.hutton@verizon.com	UA/O performing non-reimbursable utility work	N/A	No
Danny Shanahan , TECO Peoples Gas, 941 342 4006, djshanahan@tecoenergy.com	UA/O performing non-reimbursable utility work	N/A	No

Gary Hill, Comcast Cablevision, 941 342 3578, gary_hill@cable.comcast.com	UA/O performing non-reimbursable utility work	N/A	No
Rashad Hanbali, Sarasota County Traffic 941 861 0961, rhanbali@segov.net	UA/O performing non-reimbursable utility work	N/A	No
Scott Layday Sarasota County Utilities, 941 861 2034, slyday@scgov.net	UA/O performing non-reimbursable utility work	N/A	No
Level 3 Communications, LLC 877 366 8344 Ext. 2, level3.networkrelocations@level3.com	UA/O performing non-reimbursable utility	N/A	No

E. Roadway Plans:

General:

When applicable to a Task Work Order as determined by the Department, the Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

Design Analysis:

When applicable to a Task Work Order as determined by the Department, the Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the Department and FHWA on Federal Aid Oversights Projects.

Any deviation from the Department's design criteria will require a design variation and any deviation from AASHTO will require a design exception. All such design variations and exceptions must be approved.

These packages shall include the following:

1. **Roadway Design:**

See PPM Volume 2; Chapter 2 for Roadway Design sheets, elements and completion level required for each submittal.

2. **Typical Section Package:**

Typical Section Packages will be required on projects that widen roadways and/or milling and resurfacing in the Task Work Order.

- Transmittal letter
- Location Map

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

3. **Pavement Design Package:**

- Pavement Design
    1. Minimum design period
    2. Minimum ESAL's
    3. Minimum design reliability factors
    4. Resilient modulus for existing and proposed widening (show assumptions)
    5. Roadbed resilient modulus
    6. Minimum structural asphalt thickness
    7. Cross slope
    8. Identify the need for modified binder
    9. Pavement coring and evaluation
    10. Identify if ARMI layer is required
    11. Minimum milling depth

4. **Drainage Analysis:**

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

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

The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design life. Flood flow requirements will be determined in accordance with the Department's procedures. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design life/service life, they must be replaced or supplemented in accordance with the drainage requirements of this RFP. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life/service life, repairs shall be made in accordance with the requirements of this RFP.

The Design-Build Firm will consider optional culvert materials in accordance with the Department's Drainage Manual Criteria.

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

The Design-Build Firm shall provide the Department's District Drainage Engineer a signed and sealed Drainage Design Report. It shall be a record set of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

F. Geometric:

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

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

G. Design Documentation, Calculations, and Computations:

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

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

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

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

H. Structure Plans:

This Design Build Pushbutton Contract does not anticipate any bridge widening elements of work. However, if any bridge widening work is required in future Task Work Orders, the design costs will be

negotiated based on industry accepted hours for design. The construction costs will be based on the Pay Item List average costs for District One. All bridge work, if necessary, will be developed per this RFP and Task Work Orders

1. **Bridge Design Analysis:**

   a. The Design-Build Firm shall submit to the Department final signed and sealed design documentation prepared during the development of the plans.

   b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% bridge plans.

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

   d. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in HEC 18.

   e. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of ways.

   f. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falseworks systems, etc.) to ensure compliance with the contract plan requirements and intent.

2. **Criteria**

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

a. All plans and designs are to be prepared in accordance with AASHTO LRFD Bridge Design Specifications, Department Standard Specifications, Structures Manual, Plans Preparation Manual, Department Standard Drawings, Supplemental Specifications, Special Provisions, and directions from the State Structures Design Engineer, Temporary Design Bulletins, Structures Design Office and / or District Structures Design Engineer.

b. Bridge Widening: In general, match the existing as per the Department Structures Manual.

c. Critical Temporary Retaining Walls: Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

d. For bridges over navigable waterways, establish the required pier strengths using the MathCadd program furnished by the Department if no specific pier strength is listed in the Design and Criteria Package. The MathCadd program furnished by the Department allows for the proposed bridge geometry to be input by the Engineer. Other parameters such as water traffic, waterway characteristics, etc. may not be changed. This assures that all Design-Build Firms are designing on the same assumptions other than the specific bridge layout that each is proposing.

I. Specifications:

When the Department determines that a specific Task Work Order assigned does not require a complete signed and sealed Construction Specifications Package, the Design-Build Firm may submit an abbreviated plans and specifications package as part of their Technical Proposal and the proposal for that Task Work Order.

Department Specifications may not be modified or revised. The Design-Build Firm shall also include all Technical Special Provisions, which will apply to the work in the proposal and the work identified in the Initial Task Work Order as shown in this RFP. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

Before construction activities can begin, the Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at the time the Bid Price Proposals were due in the District Office. The Specifications Package shall be prepared, signed and sealed by the Design-Build Firms Engineer of Record who has successfully

completed the mandatory Specifications Package Preparations Training.

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

http://www2.dot.state.fl.us/SpecificationsEstimates/PackagePreparation/TrainingConsultants.aspx

Specification Workbooks are posted on the Department's website at the following URL address:

https://www2.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fspecificationspackage%2fDefault.aspx.

The signed and sealed Specifications Package shall also include individually signed and sealed Technical Special Provisions for any and all work not addressed by Department Specifications. Any Technical Special Provisions included in the signed and sealed Construction Specifications Package which had not been included in the proposal phase, may require a contract cost modification as a condition of approval.

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

Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package, subject to the same process for submittal, review, and, release for construction, as described above, for the original Construction Specifications Package. Construction work affected by Supplemental Specifications Packages shall not begin until stamped "Released for Construction" Supplemental Specification Package is obtained.

To work at risk, the Design-Build Firm must submit signed and sealed specifications and can begin working prior to the Department's Project Manager providing stamped "Release for Construction" specifications. The Design-Build Firm shall notify the Department five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the Department's release of Specifications will be at the Design-Build Firm's risk.

J. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be in conformance with the Departments Plans Preparation Manual when submitted to the Department and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. The Department shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design-Build Firm. The Departments procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Departments review is not meant to be a complete and detailed review. Upon review of the shop drawing, the Department will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

K. Sequence of Construction:

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

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

L. Stormwater Pollution Prevention Plans (SWPPP):

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

M. Temporary Traffic Control Plan:

1. **Traffic Control Analysis:**

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

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

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

Transportation Management Plans (TMPs) are required for significant projects which are defined as:

1. A project that, alone or in combination with other concurrent projects nearby, is anticipated to cause sustained work zone impacts**.**

2. All Interstate system projects within the boundaries of a designated Transportation Management Area (TMA) that occupy a location for more than three days with either intermittent or continuous lane closures shall be considered as significant projects.

For significant projects a TMP will consist of three components:

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

Additional information can be found in chapter 10 of the PPM.

2. **Temporary Traffic Control Plans:**

The Design-Build Firm shall utilize Index Series 600 of the Department's Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

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

3. **Traffic Control Restrictions:**

For each assigned project, lane closures may be restricted by the Department to specific hours**.** A lane may only be closed during active work periods. Pacing operations will be allowed during the approved lane closure hours. All lane closures, including ramp closures, shall be reported to the local emergency agencies, the media and the District Public Information officer. Also, the Design-Build Firm shall develop the assigned project in a manner that will allow all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 5 minutes. The Design-Build Firm must utilize the latest restrictions provided by the District One Construction office regarding Special Events when a Task requires work that will be affected by one of the Special Events.

Special Events and Lane Closure restrictions will be developed for each Task Work Order and submitted for approval by the Engineer..

N. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permittable. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, Department is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

The Department has conducted an investigation of the Project site and determined that potential gopher tortoise habitats could be impacted by the Project. All coordination by the Design-Build Firm with the Department regarding gopher tortoises will be completed through the District Environmental

Management Office, District Environmental Permit Office. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for the potential gopher tortoise burrow survey that could be impacted by the Project including any areas to be used for construction staging. The Design-Build Firm shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the Project including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). The Department must verify the completeness and accuracy of the assessment prior to commencement of any permitting or construction activities. Any areas where the Design-Build Firm proposes to protect burrows to remain on-site with "exclusionary fencing" shall be reviewed and approved by the Department. The Design-Build Firm shall submit an "exclusionary fencing" plan for review prior to any "exclusionary fencing" installation. If there are unavoidable impacts to gopher tortoise burrows, the Design-Build Firm shall be responsible for preparing required documentation for the Department to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the "permittee", the Department is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to FWC. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office or District Environmental Permit Office, as appropriate. If FWC rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. Once the permit is obtained, the Design-Build Firm shall notify the Department at least one week prior to the relocation of gopher tortoises. If gopher tortoise relocations are phased throughout the construction, the Design-Build Firm shall notify the Department at least one week prior to each relocation phase. The Department will provide oversight of the relocations and ensure permit compliance. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the relocation permit valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the Agencies. The Design-Build Firm shall provide the appropriate reports as required by the permit conditions, including closing out the permit. The Design-Build Firm shall note that permits for gopher tortoise relocation for areas outside of the Department owned right of way (i.e. utility easements; license agreements) cannot be obtained with the Department as the "permittee", per FWC requirements. Should permits in areas outside of the right of way be required, the Department will still perform the oversight of the process as described above. The Design-Build Firm will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

The following Project specific Environmental Services/Permits have been identified as specific requirements for this project: No specific permit or environmental conditions have been identified for the Scope of Service Projects.

O. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria. Final Markings for all Task Work Orders will be thermoplastic.

P. Lighting Plans:

The Design-Build Firm shall prepare lighting plans in accordance with Department criteria.

Q. Signalization and Intelligent Transportation System Plans:

1. General

The Design-Build Firm shall prepare Signalization and Intelligent Transportation Plans in accordance with Department criteria and District One Signal Notes, see attachments. Existing signal timings shall be reinstalled in all controllers for this Contract. If a new signal is installed, the Department will furnish the Warrant Study and counts for development of timings. The Design-Build Firm shall prepare the timings for approval by District One Traffic Operations.

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

- Project Layout / Overview sheets outlying the locations of field elements
- Detail sheets on:
    - DMS Structure, DMS attachment, DMS display/layout
    - Fiber optic splice and conduit
    - Power Service Distribution
    - Wiring and connection details
    - Conduit, pull box, and vault installation
    - Communication Hub and Field Cabinets
    - System-level block diagrams
    - Device-level block diagrams
    - Field hub/router cabinet configuration details
    - Fiber optic Splicing Diagrams
    - System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.

ITS work is not part of the initial Scope of Services for this contract. Any Task Work Orders requiring ITS installations will be identified by the following format.

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

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

2. Design and Engineering Services:

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

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

3. Construction and Integration Services:

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

4. Testing and Acceptance:

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

VII. Technical Proposal Requirements:

A. General:

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

B. Submittal Requirements:

The Technical Proposal shall be bound with the information, paper size and page limitation requirements as listed herein.

A copy of the written Technical Proposal must also be submitted in .pdf format including bookmarks for each section on a CD. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. No three ring notebooks or spiral bindings are allowed.

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

Submit 1 Original, 5 CD's, and 5 hard copies of the Technical Proposal to:

Ms. Cheryl Sanchious
ATTN: Melody Joyner
801 N. Broadway Ave.
Bartow FL., 33830

The minimum information to be included:

Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be 10, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11”X17” sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.
- Provide the term, measureable standards, and remedial work plan for any proposed Value Added features that are not Value Added features included in this RFP, or for extending the Value Added period of a feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the project needs required of this Request for Proposal. Bar or Gantt charts are prohibited. Do not reveal or describe the Proposed Contract Time.

Section 2: Plans and Technical Special Provisions

- Plan and Profile views of the proposed improvements shall be submitted in roll-plot format. The maximum width of the roll-plots shall be 36”. The maximum length of the roll-plot shall be 8’. Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is allowed provided it clarifies the plan and profile views However, the Department may determine that such additional information is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the Department. All other information not included on the roll plots, such as typical sections, special emphasis details, structure plans, etc., shall be provided on 11”x17” sheets.
- Provide Technical Proposal Plans in accordance with the requirements of the Plans Preparation Manual, except modified herein.
- The Plans shall complement the Project Approach.
- Provide any Technical Special Provisions which apply to the proposed work. Paper Size: 8½" x 11".

C. Evaluation Criteria:

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

Item	Value
1. Design	30
2. Construction	35
3. Innovation	5
4. Value Added	10
Maximum Score	**80**

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

1. **Design (30 points)**

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

- Structures design
- Roadway design / and safety
- Drainage design
- Environmental Design
- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- Geotechnical load test program
- Minimizing impacts to adjacent properties and structures through design
- Traffic Control Plan design
- Incident Management Plan
- Aesthetics
- Utility Coordination and Design

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

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

2. **Construction (35 points)**

- Credit will be given for the quality and suitability of the following elements: Safety
- Structures construction
- Roadway construction
- Drainage construction
- Construction coordination plan minimizing construction changes
- Minimizing impacts to adjacent properties and structures through construction
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Implementation of the Maintenance of Traffic Plan

- Implementation of the Incident Management Plan
- Utility Coordination and Construction

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

Credit will be given for minimizing impacts to the environment during all phases of construction and insuring all environmental commitments are honored.

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

3. **Innovation (5 points)**

Credit will be given for introducing and implementing innovative design approaches and construction techniques which address the following elements:

- Minimize or eliminate Utility relocations
- Materials
- Workmanship
- Enhance Design and Construction aspects related to future expansion of the transportation facility

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

Credit will be given for the following Value Added features:

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

The following Value Added features have been identified by the Department as being applicable to this project. The Design-Build Firm may propose to broaden the extent of these Value Added features.

Value Added Feature	Minimum Value Added Period
Value Added Asphalt	3 years
Value Added Concrete Pavement	5 years
Value Added Lighting	3 years

D. Final Selection Formula:

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

$$\frac{(0.60)BPP + (0.40)ML}{TS} = \text{Adjusted Score}$$

BPP = Bid Price Proposal for Initial Task Work Orders assigned project locations as identified in this RFP including design cost, MOT, MOB and constructability analysis
ML = Master Pay Item Lists Pricing*
TS = Technical Score (Combined Scores from ELOI and Technical Proposal)

**Note: The Department will provide the pay items and bid quantities in the Master Pay Item List, ML. When pay items included in the Master Pay Item List are needed for the initially assigned project locations, the unit prices shall be identical. If submitted unit prices for identical pay items are different, the lower of the prices shall be used for the current and all future Task Work Orders.*

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

E. Final Selection Process:

After the sealed bids are received, the Department will have a public meeting for the announcement of the Technical Scores and opening of sealed Bid Price Proposals. This meeting will be recorded. At this meeting, the Department will announce the score for each member of the Technical Review Committee, by category, for each Proposer and each Proposer's Technical Score. Following announcement of the Technical Scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated. The Selection Committee should meet a minimum of two (2) calendar days (excluding weekends and Department observed holidays) after the public opening of the Technical Scores and Bid Price Proposals. The Department's Selection Committee will review the evaluation of the Technical Review Committee and the Bid Price Proposal of each Proposer as to the apparent lowest adjusted score and make a final determination of the lowest adjusted score. The Selection Committee has the right to correct any errors in the evaluation and selection process that may have been made. The Department is not obligated to award the contract and the Selection Committee may decide to reject all proposals. If the Selection Committee decides not to reject all proposals, the contract will be awarded to the Proposer determined by the Selection Committee to have the lowest adjusted score.

F. Stipend Awards:

The Department has elected to pay a stipend to a limited number of non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be $15,000 per non-selected Short-Listed Design-

Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Department reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Department deems appropriate.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must execute with original signatures and have delivered to the Department no later than one (1) week after the Short-List has been posted, four (4) originals of the Design-Build Stipend Agreement, Form No. 700-011-14. The Short-Listed Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Short-Listed Design-Build Firm.

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

VIII. BID PROPOSAL REQUIREMENTS.

A. Bid Price Proposal:

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

Ms. Cheryl Sanchious
ATTN: Melody Joyner
801 N. Broadway Ave.
Bartow FL., 33830

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