

Florida Department of Transportation
District One

**DESIGN-BUILD
REQUEST FOR PROPOSAL
for
DMS Replacement Project, Collier and Lee Counties**

Financial Projects Number(s): 417733-4-92-01

Federal Aid Project Number(s): N/A

Contract Number: E1Q21

DRAFT

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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.

Attachment A	Spare Equipment Requirements
Attachment B	Division I Design-Build Specifications
Attachment C	Divisions II and III Special Provisions identified by the Department to be used on the Project: Mobilization (SP1010000DB)
Attachment D	Project Advertisement

Bid Price Proposal Forms:

1. Bid Blank (375-020-17)
2. Design Build Proposal of Proposer (375-020-12)
3. Design Build Bid Proposal Form (700-010-65)
4. Bid or Proposal Bond (375-020-34)
5. DBE Forms (as applicable)

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.

Reference Document No. 1	DMS Locations
Reference Document No. 2	ITS As-Built Plans
Reference Document No. 3	Shop Drawings and Structures Inspection Reports
Reference Document No. 4	Analysis of Existing DMS Structures with Proposed Additional Loading
Reference Document No. 5	Preliminary Requirements Traceability Verification Matrix (RTVM)
Reference Document No. 6	ITS Facilities Management (ITSFM) Forms
Reference Document No. 7	DMS Structure Inspection Reports

I. Introduction.

The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the design, procurement, installation and integration for replacement of 24 dynamic message signs (DMS) on Interstate 75 in Collier and Lee Counties between Mile Marker 61.0 and Mile Marker 145.2. This project shall include replacing 24 existing amber DMS on existing cantilever structures with new 20mm full color DMS for dissemination of incident information to motorists. All new DMS and components shall be integrated into District One's SunGuide® software for operation from their Regional Transportation Management Centers (RTMCs). Testing of and training on the DMS system is also required.

The corridor contains existing ITS devices, including DMSs, CCTV cameras, vehicle detection systems (VDSs), field control cabinets, power services, a fiber optic network, generator backup system and all ancillary components that comprise the operational ITS network. These devices are controlled from the District One RTMCs.

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

If a Design-Build Firm intends to submit a Technical Proposal that requires the acquisition of additional Right-of-Way, the Design-Build Firm shall discuss such a proposal with the Department as part of the ATC process. If a Design-Build Firm submits a Technical Proposal that requires the acquisition of additional Right-of-Way and the Design-Build Firm fails to obtain Department approval as part of the ATC process, then the Department will not consider such aspects of the Proposal during the Evaluation process. If the Design-Build Firm's Technical Proposal requires additional Right-of-Way approved by the ATC process, the additional Right-of-Way will be required to be directly acquired by the Department. The Design-Build Firm shall submit, along with the Technical Proposal, Right-of-Way maps and legal descriptions including area in square feet of any proposed additional Right-of-Way parcels in the Technical Proposal. The additional Right-of-Way will be acquired by the Department in accordance with all applicable state and federal laws, specifically including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations. This includes completing a SEIR/NEPA evaluation as appropriate. All costs concerning the acquisition of additional Right-of-Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to, consultant acquisition, appraisal services, court fees, attorney and any expert fees, property cost, etc. The Department will have sole discretion with respect to the entire acquisition process of the additional Right-of-Way.

If the Design-Build Firm's Technical Proposal requires additional Right-of-Way, the acquisition of any such Right-of-Way shall be at no cost to the Department, and all costs associated with securing and making ready for use such Right-of-Way for the Project shall be borne solely by the Design-Build Firm as a part of the Design-Build Firm's Lump Sum Price Bid. The Department will not advance any funds for any such Right-of-Way acquisition and the Design-Build Firm shall bear all risk of delays in the acquisition of the additional property, regardless of cause or source.

The Department will provide to the successful Design-Build Firm an estimate of all costs related to the acquisition and use of the additional Right-of-Way for the project. At the time the Design-Build Firm returns the executed contract to the Department, the Design-Build Firm will provide the Department funds equal to the amount of the Department's estimate along with a Letter of Credit approved by the Department in an amount equal to 100% of the Department's estimate. If additional funds beyond the Department's estimate are anticipated, the Design-Build Firm shall be solely responsible for all such costs and provide the same to the Department upon ten (10) days written notice from the Department. The Letter of Credit is for the purpose of securing the obligations of the Design-Build Firm with respect to the acquisition and use of additional Right-of-Way. The Letter of Credit will be released upon the Department's determination that all costs related to the acquisition of and making ready for use of the additional Right-of-Way have been satisfied. Any remaining funds provided will be returned to the Design-Build Firm.

Any additional Right-of-Way must be acquired prior to the commencement of any construction on or affecting the subject property. The Design-Build Firm waives any and all rights or claims for information, compensation, or reimbursement of expenses with respect to the Design-Build Firm's payment to the Department for costs associated with the acquisition of the additional Right-of-Way. The additional Right-of-Way cannot be used for any construction activity or other purpose until the Department has issued an applicable parcel clear letter or a Right-of-Way Certification for Construction.

If the Department's attempt to acquire the additional Right-of-Way is unsuccessful, then the Design-Build Firm shall provide a design of the Project within existing Right-of-Way and be required to complete the Project solely for the Lump Sum Price Bid, with no further monetary or time adjustments arising therefrom. Under no circumstances will the Department be liable for any increase in either time or money impacts the Design-Build Firm suffers due to the Design-Build Firm's proposed acquisition of additional Right-of-Way, whether or not the acquisition is successful.

Description of Work

This project will include design and construction of the replacement of 24 existing amber DMS on existing cantilever structures with new full color (20mm) DMS on Interstate 75 in Collier and Lee Counties between Mile Marker 61.0 and Mile Marker 145.2. The Design-Build Firm shall design and prepare a complete set of construction plans, a specifications package, and Technical Special Provisions (if necessary) for all ITS devices and supporting infrastructure and equipment within the scope of the Project. Elements of work shall include providing design plans, communications design, ITS software and hardware design, technical specifications, traffic control plans, design documentation report, development of system testing and acceptance procedures, training, and incidental items, as applicable to the Project.

ITS-related design and construction shall include:

- 24 20-millimeter (mm) full color DMSs replacing existing amber DMSs (cantilevered truss locations)
- 24 base mounted 334 DMS communication cabinets
- Necessary communications equipment, cabling, power, uninterruptible power supplies, backup batteries and grounding

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. The Design-Build Firm shall coordinate all utility relocations.

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

The Design-Build Firm shall review the approved Environmental Document of the PD&E Study. 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. The Design-Build Firm is responsible for coordinating with the District Environmental Office any engineering information related to Environmental Reevaluations. 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 associated with Reevaluation(s) from proposed design changes.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the 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 the Design-Build Firm has made an examination as described in this provision.

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

The Design-Build Firm will provide Litter Removal and Mowing in accordance with Specification Section 107. Areas to be maintained for Litter Removal and Mowing will be limited to a 5 foot radius around disturbed areas including trench lines, pull boxes, service poles, existing DMS structures and cabinets. The Design-Build Firm shall mow and maintain vegetation within these areas to within 5 inches to 12 inches in height. Litter removal shall be performed at the same frequency as the mowing. The Design-Build Firm shall coordinate closely with the Asset Maintenance Contractor.

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
<u>09/26/2016</u>	Advertisement
<u>10/19/2016</u>	Letters of Interest for Phase I of the procurement process due in District Office by 5:00 pm local time
<u>11/14/2016</u>	Proposal Evaluators submit Letter of Interest Scores to Contracting Unit 2:00 pm local time
<u>11/17/2016</u>	Contracting Unit provides Letter of Interest scores and Proposal Evaluators comments to Selection Committee 2:00 pm local time
<u>12/01/2016</u>	Public Meeting of Selection Committee to review and confirm Letter of Interest scores 10:00 am local time
<u>12/01/2016</u>	Notification to Responsive Design-Build Firms of the Letter of Interest scores 2:00 pm local time
<u>12/05/2016</u>	Deadline for all responsive Design-Build firms to affirmatively declare intent to continue to Phase II of the procurement process 2:00 pm local time
<u>12/05/2016</u>	Shortlist Posting 4:00 pm local time
<u>12/08/2016</u>	Final RFP provided to Design-Build firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process
<u>12/15/2016</u>	Mandatory Pre-proposal meeting
<u>01/17/2017</u>	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.
<u>01/23/2017</u>	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.
<u>01/26/2017</u>	Technical Proposals due in District Office by 5:00 p.m. local time
<u>01/26/2017</u>	Deadline for Design-Build for to “opt out” of Technical Proposal Page Turn meeting.
<u>01/30/2017</u>	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
<u>03/03/2017</u>	Question and Answer Session. Times will be assigned during the pre-proposal meeting. One hour will be allotted for questions and responses.
<u>03/10/2017</u>	Deadline for submittal of Written Clarification letter following Question and Answer Session 2:00 pm local time
<u>03/10/2017</u>	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.
<u>03/16/2017</u>	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.
<u>03/20/2017</u>	Price Proposals due in District Office by 11:00 am local time.
<u>03/20/2017</u>	Public announcing of Technical Scores and opening of Price Proposals at 11:00 am local time in the District One Headquarters, 801 N. Broadway Avenue, Bartow FL, 33830.
<u>03/30/2017</u>	Public Meeting of Selection Committee to determine intended Award
<u>03/30/2017</u>	Posting of the Department's intended decision to Award
<u>04/07/2017</u>	Anticipated Award Date
<u>04/25/2017</u>	Anticipated Execution Date

III. Threshold Requirements.

A. Qualifications

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

B. Joint Venture Firm

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

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

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, Design 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://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>

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

E. Technical Proposal Page-Turn Meeting

The 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 record all or part of the page-turn meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. 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 eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Department.

F. Question and Answer Session

The Department may meet with each Proposer, formally, for a Question and Answer (Q&A) session. FHWA shall be invited on FA Oversight Projects. The purpose of the Q & A session is for the Department 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 record all or part of the Q & A session. All 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 questions, answers, and written clarification letter will become part of the Contract Documents and will be considered by the Department as part of the Technical Proposal. 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, F.A.C., any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within 10 days after the filing of the notice of protest. The formal written protest shall be filed within 10 days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest to:

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.

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

I. Waiver of Irregularities

The 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.

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.

IV. Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

The Department of Transportation has an overall, race-neutral DBE goal. This means that the State's goal is to spend a portion 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 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 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 overall 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 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 DBE Supportive Services Provider for the State of Florida can be found in the Equal Opportunity website at: <http://www.dot.state.fl.us/equalopportunityoffice/serviceproviders.shtm>

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 3 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 Specifications Package Preparation Procedure
<http://www.dot.state.fl.us/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Design Standards
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
4. 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/programmanagement/default.shtm>

5. Florida Department of Transportation Surveying Procedure
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
6. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.dot.state.fl.us/surveyingandmapping/doc_pubs.shtm
7. Florida Department of Transportation Drainage Manual
<http://www.dot.state.fl.us/rddesign/Drainage/ManualsandHandbooks.shtm>
8. Florida Department of Transportation Soils and Foundations Handbook
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>
9. Florida Department of Transportation Structures Manual
<http://www.dot.state.fl.us/structures/DocsandPubs.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://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=000-750-001>
17. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.dot.state.fl.us/TrafficOperations/TrafficServices/SafetyisGolden.shtm/>
18. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=625-020-015>
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/programmanagement/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/pdf/traffic_engineering_manual_revised_july_2011.pdf
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/programs/sm/accman/pdfs/driveway2008.pdf>
36. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
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.

- C. Geotechnical Services:** *(Not applicable to this project)*
- D. Department Commitments:** *(Not applicable to this project)*
- 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 modifying the issued permits as necessary to accurately depict the final design. The Design-Build Firm shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the 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, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the 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 (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the District Environmental Management 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 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 extensions, for review and approval by the Department prior to submittal to the agencies.

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.

Any mitigation required due to design modifications proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm and shall be satisfied through the purchase of mitigation bank credits. The Design-Build Firm shall purchase credits directly from a permitted mitigation bank. In the event that permitted mitigation bank credits are unavailable or insufficient to meet the project needs, the Design-Build Firm will be responsible for providing alternative mitigation consistent with the provisions of section 373.-4137, Florida Statutes, and acceptable to the permitting agency(ies). The Design-Build Firm shall be solely responsible for all costs associated with permitting activities and 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.

F. Railroad Coordination: *(Not applicable to this project)*

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 field survey data will be furnished to the District Surveyor in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying 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 Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

The Design-Build Firm will be responsible for all photogrammetric work necessary to interpret measure, digitize and compile, by stereoscopic techniques, the mapping and survey data from the aerial photography, as required for this Project.

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:

1. Component Submittals:

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the Plans Preparation Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, landscape, architectural, structural, and toll facilities.

The Design-Build Firm may divide the project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review. Submittals for bridges are limited to foundation, substructure, and superstructure. For bridges over navigable waterways, submittals are limited to foundation, approach substructure, approach superstructure, main unit substructure, and main unit superstructure. Further dividing the foundation, substructure, or superstructure into Pier 2, Abutment 1, Span 4, etc. will not be accepted.

2. Phase Submittals:

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Department's Project Manager. The particular phase shall be clearly indicated on the documents. The Department's Project Manager will send the documents to the appropriate office for review and comment. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Department, the Department's Project Manager will initial, date and stamp the signed and sealed plans and specifications as "Released for Construction".

90% Phase Submittal

- 5 copies of 11" X 17" plans
- 5 copies of design documentation
- 4 copies of structures documentation (analysis of existing DMS support structures)
- 5 copy of Technical Special Provisions
- Independent Peer reviewer's comments and comment responses
- 3 CD's containing the above information in .pdf format

Final Submittal

- 3 sets of signed and sealed 11" X 17" plans
- 5 copies of signed and sealed 11" X 17"
- 5 sets of signed and sealed design documentation
- 5 copies of signed and sealed design documentation
- 1 signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 3 copies of signed and sealed copy of Construction Specifications Package or Supplemental

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.

3 CD's containing the above information in .pdf format

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the Department) made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to stamping the plans or specifications "Released for Construction."

3. Requirements to Begin Construction:

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

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 at the start of the 30-day Operational Test for Department review and acceptance as a condition precedent to the Departments issuance of Final Acceptance.

As-Built Plans shall include Global Positioning System (GPS) locations of all newly installed ITS infrastructure, field elements, pull boxes, splice boxes and conduit routing. GPS locations shall be recorded at sub-foot accuracy. When specifying GPS coordinates, single datum shall be utilized for all measurements and the datum used shall be noted in the forms.

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 per Chapter 5.12 of the Construction Project Administration Manual (TOPIC No. 700-000-000).

ITS Facility Management (ITSFM) Forms - The Design-Build Firm shall complete all forms with the necessary information to enter the newly installed ITS components into the ITSFM database. Forms to be completed shall be for items installed from the existing splice vaults to the fiber patch panels in the cabinets. Forms related to electrical components installed shall also be included. The Design-Build Firm shall provide the completed forms to the Department at the start of the 30-day System Operations Test.

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
- 2 sets of final documentation (if different from final component submittal)
- ITSFM Forms
- 2 (two) Final Project CD's

4. 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.

- 90% Design Submittal
- RTVM – Submitted monthly with the Certified Monthly Estimate and Payment
- Project Specifications
- Shop Drawings
- Design Approval for Construction
- Material Acquisition
- Final Design Submittal
- IP Addressing
- Integration Plan
- ITS Test Plans and Test Results
- Training Plans
- As-Built Plans

J. Contract Duration:

The Department has established a Contract Duration of 500 calendar days for the subject Project.

K. Project Schedule:

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and Department observed Holidays) review time for the Department's review of all submittals with the exception of Category 2 structures submittals. The review of Category 2 structures submittals requires Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Department observed Holidays) for these reviews.

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:

No special events have been identified.

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
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- 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 Letter of Interest and/or Technical Proposal by the Design-Build Firm. In the event a change in key personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed key personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the District Construction Engineer. The Department shall have sole discretion in determining whether or not the proposed substitutions in key personnel are comparable to the key personnel identified in the Letter of Interest and/or Technical Proposal. The Design-Build Firm shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455.

M. Partner/Teaming Arrangement:

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

determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

N. Meetings and Progress Reporting:

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

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

During design, the Design-Build Firm shall meet with the Department's 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 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 Project Manager 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.

O. Public Involvement:

1. General:

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

P. Quality Management Plan (QMP):

1. Design:

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

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

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

2. Construction:

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

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) 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 State Materials Office website for instructions on gaining 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 Department database in accordance with Section 105 of Standard Specifications.

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.

Q. 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.

R. Schedule of Values:

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

Upon receipt of the estimate requesting payment, 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.

S. Computer Automation:

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality and conformance with Department policies and procedures. The Department supports MicroStation and GEOPAK as its standard graphics and roadway design platform as well as Autodesk's AutoCAD Civil 3D as an alternate platform. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are in the FDOT CADD Software Suite. Furnish As-Built documents for all building related components of the project in AutoCAD format. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

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

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

T. 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.

U. 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.

V. Value Added:

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

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

W. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating 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.

X. Issue Escalation:

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

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

Build Firm in a timely manner but not to exceed three (3) calendar days (excluding weekends and Department observed holidays).

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

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

VI. Design and Construction Criteria.

A. General:

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

B. Vibration and Settlement Monitoring: *(Not Applicable to this project)*

C. Geotechnical Services: *(Not Applicable to this project)*

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 and attending 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 of Florida” tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the 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.

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

UAO	Contact Information	Phone Number
COLLER COUNTY BCC ROAD MAINTENANCE	CLERK ON DUTY	DAY: (239) 252-8924 ALT: (239) 774-6406
CITY OF NAPLES-WATER	CAROL REINHARD	DAY: (239) 213-4745
COLLIER COUNTY STAKE & LOCATES	STEPHEN SARABIA	DAY: (239) 252-5924 ALT: (239) 825-1453
COMCAST	UNITED STATES INFRASTRUCTURE CORP (FORMERLY CLS)	DAY: (800) 778-9140 ALT: (813) 621-7571
FLORIDA GOVERNMENTAL UTILITY AUTHORITY	MANUEL HERRERA	DAY: (239) 222-1685
FLORIDA POWER & LIGHT-COLLIER	USIC DISPATCH CENTER	DAY: (800) 778-9140 ALT: (800) 468-8243
FPL FIBERNET LLC	USIC DISPATCH CENTER	DAY: (800) 778-9140 ALT: (866) 553-4237 x1
FLORIDA POWER & LIGHT LEE	USIC DISPATCH CENTER	DAY: (800) 778-9140 ALT: (800) 468-8243
HOTWIRE COMMUNICATIONS	WALTER SANCHO-DAVILA	DAY: (954) 417-3606 ALT: (954) 248-7396
SUMMIT BROADBAND INC	CHARLES HARTSOCK	DAY: (239) 444-0033 x7433 ALT: (239) 631-9310
LEE ELECTRIC CO-OP	USIC DISPATCH	DAY: (800) 778-9140
TECO PEOPLES CAS- FT MYERS	PHYLLIS BRIDGES	DAY: (813) 275-3742 ALT: (813) 917-8974
CENTURYLINK (FORMERLY QWEST COMMUNICATIONS)	CABLE LOCATE CENTER	DAY: (800) 283-4237
RESOURCE CONSERVATION SYSTEMS	RYAN WILLOUGHBY	DAY: (239) 495-5805
AT&T/DISTRIBUTION	USIC DISPATCH CENTER	DAY: (800) 778-9140 ALT: (800) 468-8243
AT&T/DISTRIBUTION	USIC DISPATCH CENTER	DAY: (800) 778-9140 ALT: (800) 468-8243
CENTURY LINK- NAPLES	DISPATCH	DAY: (855) 742-6062

Table B - Summary of UAO having facilities within the Proposed Project Limits – Lee County

UAO	Contact Information	Phone Number
ATT	LSAC GROUP POWER GROUP	DAY:(800)2413624
CITY OF BONITA SPRINGS	USIC DISPATCH	DAY:(800)778-9140 EMERG:(239) 949-6244
CONITA SPRINGS UTILITY INC	MIKE PRESCOTT	DAY:(239)390-4829 EMERG:(239) 872-6228
COLLIER COUNTY OPERATIONS SECTION	HARIS DOMOND	DAY:(239)252-8677 EMERG:(239) 253-3144
COLLIER INFORMATION TECHNOLOGY (IT)	HARIS DOMOND	DAY:(239)252-8677 EMERG:(239) 253-3144
COLLER COUNTY BCC ROAD MAINTENANCE	CLERK ON DUTY	DAY:(239)252-8924 EMERG:(239) 774-6406
CITY OF FORT MEYERS	DAWN FELLOWS	DAY:(239) 321-7453
COLLIER COUNTY STAKE & LOCATES	STEPHEN SARABIA	DAY:(239)252-5924 EMERG:(239) 825-1453
COMCAST	UNITED STATES INFRASTRUCTURE CORP (FORMERLY CLS)	DAY:(800)778-9140 EMERG:(813) 621-7571
MDU PRO	COMMAND CENTER	DAY:(856) 649-9888
FDOT DISTRICT 1	THOMAS KOTALAC	DAY:(239)258-2473 EMERG:(239) 561-1853
FLORIDA GAS TRANSMISSION-FT MYERS	CHRIS E. LEE	DAY:(407)838-7300 EMERG:(727) 639-7512
FLORIDA GOVERMENTAL UTILITY AUTHORITY	BEN MAXWELL	DAY:(239)543-1005 ALT:(239) 222-3924
FLORIDA POWER & LIGHT-COLLIER	USIC DISPATCH CENTER	DAY:(800)778-9140 EMERG:(800) 468-8243
FPL FIBERNEET LLC	USIC DISPATCH CENTER	DAY:(800)778-9140 ALT:(800)553-4237x1 EMERG:(866) 553-4237
FPL FIBERNET LLC	USIC DISPATCH CENTER	DAY:(800)778-9140 ALT:(866) 553-4237 x1
FLORIDA POWER & LIGHT LEE	USIC DISPATCH CENTER	DAY:(800)778-9140 ALT:(800) 468-8243
FLORIDA POWER & LIGHT SUBAQUEAOUS	JOSEPH W. HEATHERLY	DAY:(772) 201-6400
HOTWIRE COMMUNICATIONS	WALTER SANCHO-DAVILA	DAY:(954)417-3606 ALT:(954) 248-7396
BALGAS	THOMAS ARTHUR	DAY:(239) 278-3111
COMCAST CABLE COMMUNICATION INC	YONHUI MIRANDA	DAY:(863) 402-3043
SUMMIT BROADBAND INC	CHARLES HARTSOCK	DAY:(239)444-0033x7433 ALT:(239) 631-9310
LEVEL 3	TECH ON DUTY	DAY:(877) 366-8344

COMMUNICATIONS		
LEE COUNTY SIGNAL DEPARTMENT	EFRAN CRUZ	DAY:(239)533-9500 ALT:(239) 694-1332
LEE COUNTY IRRIGATION	RICHARDS CALKINS	DAY:(239) 533-9400
LEE COUNTY OF BORDER COMMISSIONS	ELECTRICOM	DAY:(239) 226-1270
LEE ELECTRIC CO-OP	USIC DISPATCH	DAY:(800) 778-9140
LEE COUNTY UTILITIES	WILLIAM P. BOONE	DAY:(239)693-2992x206 ALT:(239) 826-7852
TECO PEOPLES CAS- FT MYERS	PHYLLIS BRIDGES	DAY:(813)275-3742 ALT:(813) 917-8974
CENTURYLINK (FORMERLY QWEST COMMUNICATIONS)	CABLE LOCATE CENTER	DAY:(800) 283-4237
RESOURCE CONSERVATION SYSTEMS	RYAN WILLOUGHBY	DAY:(239) 495-5805
CENTURY LINK- FT MYERS	DISPATCH	DAY:(855) 742-6062
CENTURY LINK- NAPLES	DISPATCH	DAY:(855) 742-6062

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

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

- E. Roadway Plans: (Not Applicable to this project)**
- F. Roadway Design: (Not Applicable to this project)**
- G. Geometric Design: (Not Applicable to this project)**
- H. 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 As-Built Plans and tracings.

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

1. Design Standards and criteria used for the Project
2. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

I. Structure Plans:

1. **Bridge Design Analysis:** *(Not Applicable to this project)*
2. **Criteria**

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

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. These plans must be signed and sealed by the Structural Engineer in responsible charge of the design.

J. Specifications:

Department Specifications may not be modified or revised. 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.

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 all Division II and III specifications provided as Attachments to this RFP, and any signed and sealed Technical Special Provisions. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package shall be prepared, signed and sealed by the Design-Build Firms Engineer of Record (EOR) who has successfully completed the mandatory Specifications Package Preparations Training.

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

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

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

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

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

K. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Departments Plans Preparation Manual. When required to be submitted to the Department, Shop Drawings 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 Department's review is not meant to be a complete and detailed review. Upon review and approval of the Shop Drawing, the Department will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

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.

L. Sequence of Construction:

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

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

M. Stormwater Pollution Prevention Plans (SWPPP):

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

N. 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 and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The 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 Advanced Maintenance of Traffic training course, and in accordance with the Department's Design Standards and the 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 (3) days with either intermittent or continuous lane closures shall be considered as significant Projects.

A TMP will consist of three (3) 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 Volume 1 / 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 detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. **Traffic Control Restrictions:**

There will be NO LANE CLOSURES allowed between the hours of 5:00 AM to 9:00 PM. Single lane closures are allowed between 9:00 PM to 5:00 AM. For Interstate sections with 3 lanes per direction, closing of 2 lanes is allowed between 10:00 PM to 4:00 AM. A lane may only be closed during active work periods. There will be NO PACING OPERATIONS allowed between the hours of 5:00 AM to 9:00 PM. There will be no DETOURS allowed between the hours of 5:00 AM and 9:00 PM. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the District Public information officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

O. **Environmental Services/Permits/Mitigation:**

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit fees. All permits

required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, the 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. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then 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:

None specified.

P. Signing and Pavement Marking Plans: *(Not Applicable to this project)*

Q. Lighting Plans: *(Not Applicable to this project)*

R. Signalization and Intelligent Transportation System Plans:

1. General

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

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization and Intelligent Transportation System devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with 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
 - Power Service Distribution
 - Wiring and connection details
 - Conduit, pull box, and vault installation
 - Communication Hub and Field Cabinets
 - System-level block diagrams
 - Device-level block diagrams
 - Field hub/router cabinet configuration details
 - Fiber optic Splicing Diagrams
 - System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.
 - Maintenance of Communications (MOC) Plan

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, monthly updates to the RTVM as well as coordination of document review.

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

2. Design and Engineering Services:

The Design-Build Firm shall be responsible for all Signalization and ITS design and engineering services relating to the Project. All ITS system components shall be new unless otherwise identified for relocation.

The Design-Build Firm shall design the ITS field elements to meet FDOT and applicable industry standards. The engineering scale for the plan sheets shall be 1 inch = 100 feet. Blowups or insets shall be provided. The Design-Build Firm shall design the location of ITS field elements for ease of access by maintenance personnel and vehicles without lane closures. All ITS device locations shall be clear of vegetation.

During the design phase, the Design-Build Firm shall submit documents and plans for review in accordance with this RFP.

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

At a minimum, the ITS work in this project consists of the following major components:

- Replacement of any ITS System components that are impacted by the Design-Build Firm's scope of work as approved by the Department. All equipment shall be new unless otherwise specified.
- DMS – Includes analysis of existing sign support structures and mounting brackets for full size DMS. The Design-Build Firm shall replace the existing amber DMSs on existing cantilevered sign structures with new full color DMSs. The cantilevered sign structures were analyzed with new color DMSs and the installations were determined to be structurally sound. However, it is the responsibility of the Design-Build Firm to do their own analysis and determine if the existing structure can support the new color DMSs. The new DMSs shall be walk-in, 20-mm full color, capable of 18-inch character heights with 3 lines of text and 21 characters per line at a font size of 23x15. The DMSs shall meet the FDOT Standard Specifications Section 700-4 and shall follow FDOT PPM, Volume 1, Chapter 7, Subsection 7.5.4.1. The Design-Build Firm shall analyze the power requirements of the proposed DMS to determine if the existing power services and service wires can be reused. The Design-Build Firm shall upgrade any existing electrical component used to power the proposed DMS in order to meet voltage drop and NEC requirements.
- Cabinets - New ITS field cabinets shall meet the requirements of FDOT Standard Specifications, Section 676 Traffic Cabinets. Cabinet shall be base mounted 334 type. The Design-Build Firm shall ensure that all cable terminations and connecting terminal blocks are contained in a weather-proof aluminum enclosure that shall meet the applicable requirements for a NEMA 3R rated cabinet.
- MFES - The Design-Build Firm shall furnish and install a 1 gigabit per second (Gbps) managed field Ethernet switch (MFES) at each of the 24 DMS locations with enough capacity to support the Project Ethernet port requirements plus an additional port for maintenance purposes. The MFES shall meet the requirements of FDOT Standard Specifications, Section 684 Network Devices.
- UPS – The Design-Build Firm shall furnish and install an uninterrupted power supply (UPS) and batteries at each DMS site capable of powering the DMS and cabinet (with all components) for a minimum of 2 hours. Each UPS shall be sized according to the maximum expected load for that cabinet to meet the power requirements of the combined group of electrical components for the required run time. The UPS shall provide commercial power pass through during all failures of UPS. The Design-Build Firm shall ensure the UPS is generator compatible to ensure clean, uninterrupted power to protected equipment when generator power is used. The UPS shall be environmental rated for the environment in which the UPS is installed. Each UPS shall include a SNMP network management interface to determine operational status of the UPS, the internal UPS temperature and the external temperature as recorded by a remote sensor mounted elsewhere in the cabinet. All UPS shall be configured for remote monitoring and remote power recycling from the SWIFT SunGuide® Center and the Satellite TMC. All UPS shall be designed to email events such as power loss, battery levels and power returned to the Department. UPS and batteries

shall be installed within the ground mounted cabinets. The UPS shall meet the requirements of FDOT Standard Specifications, Section 685 Traffic Control System Auxiliaries.

- **Communications Subsystem:** The existing FOC network located throughout the corridor will be used to connect the DMSs to the District One RTMCs. The Design-Build Firm shall remove the existing fiber optic drop and replace with a new 12-count single mode fiber optic cable from the existing splice vault/box to the new base mounted DMS cabinet. The Design-Build Firm shall also replace the existing fiber patch panel with a new pre-terminated 12 port patch panel. No components shall be relocated from the existing DMS cabinet to the new base mounted DMS cabinet. All components shall be new including but not limited to; DMS controller, MFES, power panel, port servers, electronic equipment, cabling, UPS and backup batteries.
- **Grounding, Lightning, and Surge Protection:** At device locations impacted as part of this Project, all Project systems shall be protected from damage caused by lightning strikes, transient voltage surges, and induced current. For any location where a new device is being installed, the existing grounding must be brought up to compliance with current FDOT standards. The Design-Build Firm shall furnish and install surge protectors for all cables and conductors. All devices, and ancillary components with electrical interconnects shall be protected from voltage surges caused by lightning, transient voltage surges, and induced current at the time of installation of each device, as specified in Sections 620 and 676. The Design-Build Firm shall ensure that the required lightning protection equipment for each DMS structure is securely attached on the upright at an elevation higher than the highest attached ITS device and/or component described. The Design-Build Firm shall provide all ITS field installation sites with both primary and secondary surge protection on the AC power. The Design-Build Firm shall connect the primary surge protection at the service entrance or main disconnect. The Design-Build Firm shall connect the secondary surge protection on the power distribution to the equipment. At a minimum, three air terminals shall be installed, one on the upright and one on each side of the DMS (mounted to the vertical I-beam).
- **Removal of any ITS System components that are impacted by the Design-Build Firms scope of work as approved by the Department.**
- **Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm.**

3. Construction and Integration Services:

The Design-Build Firm shall be responsible for all ITS construction and integration services relating to the Project. The Design-Build Firm shall furnish, install, integrate, configure, test, and document all ITS infrastructure components, ITS field elements, and network equipment necessary to make the Project operational and able to be fully integrated into the RTMCs.

Maximum DMS down time shall be four days. Only one DMS may be down per direction of travel at any time. The Design-Build Firm shall confirm functionality with the SWIFT SunGuide® Center and the Satellite TMC before moving to the next sign.

All ITS devices removed from service as part of this Project shall be delivered to a location within District One as determined by the District.

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 Project Manager. The Design-Build Firm shall conduct all tests in the presence of the FDOT Project Manager or designated representative.

The Design-Build Firm shall develop as part of the Test Plan Submittal and subsequent updates thereof, a Test Evaluation Matrix to be used as a tool to cross-reference each planned test to a specific contract requirement to be verified as shown in the RTVM. The Design-Build Firm shall use this Test Evaluation Matrix to indicate the specific functional requirements as tested and the results achieved and verified by the Engineer. This shall provide a mechanism to ensure that all contract requirements have been successfully tested and verified.

All Test Plans as defined below shall be submitted for review and acceptance by the Department at least 90 calendar days prior to any planned test activity. Any deviations or changes to the approved Test Plan shall be resubmitted for review and acceptance by the Department 14 calendar days prior to any planned test activity.

As a minimum, the Test Plan shall include the following:

- A step-by-step outline of the test procedures and sequence to be followed, showing a test of every function for each of the individual subsystems/components.
- A test set-up/configuration diagram showing what is being tested.
- A description of expected operation, output, and test results.
- An estimate of the test duration and proposed test schedule.
- A data form to be used to record all data and quantitative results obtained during the tests.
- A description of any special equipment, setup, manpower, or conditions required for the test.

The Design-Build Firm shall not begin tests until the Department has approved the Test Plan including detailed procedures and data forms. The test results for each subsystem/component tested shall meet the performance requirements identified for the particular subsystem/component defined in Florida Standard Specifications for Road and Bridge Construction, current edition, Specifications sections 620, 633, 684, 685, and 700 and in this RFP.

Neither witnessing of the tests by the Department nor the waiving of the right to do so shall relieve the Design-Build Firm of the responsibility to comply with the contract documents. Such actions by the Department or approval of any test results by the Department shall not be deemed as acceptance of the equipment or system tested until the successful completion of the burn-in period, as defined in this RFP. The cost of testing shall be considered to be included in the unit cost for the item tested; no separate payment will be made for testing.

Testing of the equipment and system shall include, in the following order, each preceding test must be satisfactorily completed and accepted before subsequent test(s) may be started:

Factory Acceptance Test

All applicable Factory Acceptance Tests shall comply with the test requirements of the relevant sections of FDOT Specifications 620, 633, 684, 685, and 700.

Stand-alone Test

All applicable Stand-alone Tests shall comply with the test requirements of the relevant sections of FDOT Specifications 620, 633, 684, 685, and 700.

The Stand-alone Test shall exercise all stand-alone (non-network) functional operations of the ITS device and ancillary components installed.

If any ITS device or ancillary component fails to pass its Stand-alone Test more than twice, it shall be replaced by the Design-Build Firm with a new ITS device or ancillary component of same make and model, and the entire Stand-alone Test shall be repeated until proven successful. The Stand-alone Tests shall be performed on each and every ITS device and ancillary component, including, but not limited to the following:

- DMS
- DMS controllers
- MFES
- Fiber optic cable
- UPS
- Grounding-bonding

Subsystem Test

All applicable Subsystem Tests shall comply with the test requirements of the relevant sections of FDOT Specifications 684, 685, and 700.

Tests shall be performed based on the construction project milestones. The subsystem/component test shall demonstrate that all equipment furnished, adjusted, or modified by the Design-Build Firm has been installed properly and operates according to the Department-approved Test Plan. The Design-Build Firm shall conduct the subsystem/component test in the presence of the Department's Project Manager or designated representative. The subsystem/component test will begin within seven days after the Design-Build Firm advises the Department's Project Manager that they are ready to begin the test. The test may begin when the Design-Build Firm has satisfied the Department that all work has been completed. The subsystem test shall verify that all of the requirements defined in the RFP for the subsystem/component being tested have been met. This test shall be performed utilizing the project field equipment and communications system. The test shall demonstrate full control of the field device(s) from the SWIFT SunGuide® Center and the Satellite TMC over the Ethernet Network, as well as the functions of local/remote troubleshooting/diagnostics specified in the equipment's functional requirements. The test shall be conducted with manufacturer-supplied software. The Design-Build Firm shall provide qualified personnel to support the diagnosis and repair of system equipment during the subsystem test as required.

These personnel shall be available for this support within 24 hours of notification that their services are needed.

In the event the subsystem fails the test or is rejected by the Department, the Design-Build Firm shall correct the problem and repeat the test within seven days after receiving the rejection notice from the Department. The test shall be re-conducted until the Department accepts the test result.

The Design-Build Firm shall furnish and maintain all required test equipment as part of their services. The test equipment – both hardware and software – shall be the property of the Department after the completion of the test.

All test equipment utilized shall have a calibration certification in accordance with the test set manufacturer's recommendations or within the last six months.

The test equipment shall be made ready for the Department's use at the time it is needed.

If requested by the Department, the Design-Build Firm shall postpone any test for up to seven days; such postponements shall not be grounds for extension of completion time. The Department may waive its right to witness certain tests.

Operational Test

The Operational Test shall be planned, implemented and documented by the Design-Build Firm. The Design-Build Firm shall develop a comprehensive test plan, submit it for approval by the Engineer, incorporate all of the Engineer's comments, execute the plan, and document the results. The test shall demonstrate successful installation of all DMS Replacement Project subsystems properly integrated with the SunGuide® software and operable from both the SWIFT SunGuide® Center and the Satellite TMC, operating continuously for a period of 30 consecutive calendar-days without failure of any subsystem, ITS device, or ancillary component. This Operational Test of the DMS Replacement Project is an additional test to all other tests required in the relevant sections of FDOT Specifications 684, 685, 700, and this RFP document.

The Design-Build Firm shall notify the Department in writing of the scheduled date of the Operational Test 14 calendar-days prior to the commencement of said Operational Test. No Operational Testing shall be performed without prior written approval from the Department.

In the event of a subsystem, ITS device, or ancillary component failure, with the exception of consumable items such as fuses, the Operational Test shall be shut down for purposes of testing and correcting identified deficiencies (System Shutdown). System Shutdown is defined as any condition which, due to work performed by the Design-Build Firm and/or its designee(s), results in any subsystem, ITS device, or ancillary component of Project to cease operation.

For each period of System Shutdown, and after the identified deficiency has been corrected and met all applicable tests as per this RFP, the Operational Test shall be restarted for a new 30 consecutive calendar days and shall be extended for one additional consecutive day.

If the total number of System Shutdowns exceeds three due to the same subsystem, ITS device, or ancillary component, the Design-Build Firm shall:

- Remove and replace the subsystem, ITS device or ancillary component with a new and unused unit as per the requirements of this RFP;
- Perform all applicable Stand-alone and Subsystem Tests, as deemed necessary by the Department; and
- Upon written approval from the Department, restart the Operational Test for a new 30-day period.

The Operational Test steps described herein shall be repeated as many times as deemed necessary by the Department to completely demonstrate that the Design-Build Firm's work satisfies the requirements of this RFP and all other requirements of the Contract.

In the event a problem is discovered for which it is uncertain whether the cause is hardware or software related, the 30 calendar-day Operational Test shall be stopped in order to determine and correct the cause before the restart and repeat of the Operational Test, unless otherwise directed by the Department. However, the Operational Test shall not be deemed to have been successfully completed until the problem has been corrected.

All software required for diagnosing malfunctions of hardware and software/firmware shall be supplied by the Design-Build Firm and approved by the Department. A copy of all diagnostic software shall be submitted to the Department with full documentation. The Design-Build Firm shall submit Failure Report Logs each day in demonstration that error rates are within requirements.

Burn-In Period

Upon completion of the Operational Test and approval of the results by the Department, a 60 consecutive calendar-day Burn-In Period shall commence for all subsystems, ITS devices and ancillary components designed, procured, constructed, installed, mounted, integrated, made operational, and tested as part of the DMS Replacement Project.

The Design-Build Firm shall submit, via a schedule, the start of the Burn-In Period to be approved by the Department.

The Design-Build Firm shall certify in writing to the Department the configuration of all subsystems, ITS devices, and ancillary components prior to beginning the Burn-In Period. Corrective action by the Design-Build Firm for a failure shall be a part of the Design-Build Firm's Burn-In documentation process. Department approval shall be obtained by the Design-Build Firm for the proposed corrective action prior to the Design-Build Firm's commencement of said corrective action. The Design-Build Firm shall submit to the Department the required documentation to prove that all units have been successfully reconfigured or updated.

The Design-Build Firm shall provide technical personnel familiar with the Project that shall be available on-site within 24 hours of notification of the need for services.

The Burn-In Period shall consist of the Department operations staff managing, monitoring, and controlling the Project devices and infrastructure from the SWIFT SunGuide® Center and the Satellite TMC, in real-time, to assure conformance of the project with the RFP, the Released for Construction plans, and all applicable standards.

The Design-Build Firm shall repair or replace any subsystem, ITS device, or ancillary component that fails to function properly due to defective materials and/or workmanship.

In the event of a subsystem, ITS device, or ancillary component failure, with the exception of consumable items, the DMS Replacement Project shall be shut down for purposes of testing and correcting identified deficiencies (System Shutdown). System Shutdown is defined as any condition, which due to work performed by the Design-Build Firm and/or its designee(s), results in any subsystem, ITS device or ancillary component of the DMS Replacement Project to cease operation.

For each period of System Shutdown, and after the identified deficiency has been corrected and met all applicable tests as per this RFP, the Burn-In Period shall be restarted for a new 60 consecutive calendar days.

If the total number of System Shutdowns exceeds three due to the same subsystem, ITS device, or ancillary component, the Design-Build Firm shall:

- Remove and replace the subsystem, ITS device or ancillary component with a new and unused unit as per the requirements of this RFP;
- Perform all applicable Stand-alone, Subsystem, and Operational Tests, as deemed necessary by the Department; and
- Upon written approval from the Department, restart the Burn-In Period for a new 60-day period.

The Burn-In Period steps described herein shall be repeated as many times as deemed necessary by the Department to satisfy the requirements of this RFP.

The Design-Build Firm shall correct any and all failures during the Burn-In Period at no additional cost to the Department. All corrections shall be fully documented and provided to the Department upon request.

Final Acceptance

Upon the Design-Build Firm's successful completion of the Burn-In Period and once all required submittals, testing, training, as-built documentation, and warranty documentation have been successfully delivered to and approved by the Department as specified in this RFP, and the requirements of the FDOT Standard Specifications and all applicable standards, the Department shall grant written notice of Final Acceptance.

Final Acceptance shall be issued on the basis of the Department's final inspection of the entire Project.

The final inspections of the entire Project shall be performed by the Department in the presence of a representative of the Design-Build Firm.

5. Existing Conditions

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

The ITS components shall be defined as follows:

- Closed Circuit Television (CCTV) Camera System: The CCTV Camera System consists of pan-tilt-zoom (PTZ) cameras along the corridor that are typically spaced at one (1) mile intervals for the north-south portion of I-75 and 2 mile spacing for the east-west portion of I-75 (Alligator Alley). The CCTV cameras are used by Department staff for incident management and traffic monitoring. The cameras are integrated and communicate with Local Hubs via the single mode FOC communications backbone installed along the corridor.
- Dynamic Message Sign System (DMS). The DMSs provide roadway information and travel times. The DMS are integrated and communicate with Local Hubs via the single mode FOC communications backbone installed along the corridor. They are located along the I-75 corridor at selected locations.
- Vehicle Detection Systems (VDS): The VDS consists of non-intrusive, microwave technology sensors used to collect vehicle volume, speed and occupancy data from mainline travel lanes and interchange off-ramps. The detectors are typically located at approximately 1 mile intervals. The detectors are installed on stand-alone concrete poles and/or attached to other ITS device structures in a side-fired configuration to detect data on a lane by lane basis. The VDS is used for incident detection by Department staff and communicate with Local Hubs via the single mode FOC communications backbone installed along the corridor.
- Fiber Optic Network (FON): The FON infrastructure provides communications for ITS components. The FON is composed of the FOC communications backbone, lateral connections and communications equipment including, but not limited to field and HUB Ethernet switches,

port servers, routers, fiber patch panels installed at the various ITS device(s) serving as a Local Hub.

- From the Broward/Collier County line to the SWIFT SunGuide® Center, the FOC communications backbone consists of a 48-count single mode fiber optic cable and two (2), 1.25-inch HDPE conduit, locate tone wire, warning tape, fiber route markers, pull boxes, and splice vaults. One (1) of the two (2), 1.25-inch HDPE conduits is a spare conduit. From the SWIFT SunGuide® Center north to the Lee/Charlotte County Line the backbone consists of 96-count single mode fiber optic cable. The backbone provides access points for the various ITS components along the corridor for network connectivity as previously described.
- The ITS components connect to the backbone through a lateral twelve (12) count single mode fiber optic cable inside one (1), 1.25-inch HDPE conduit.

S. Landscape Opportunity Plans: *(Not Applicable to this project)*

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, DVD, or Flash Drive. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide direct to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type.

Only upon request by the 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, 7 CD's, DVD's or Flash Drives containing the Technical Proposal in .pdf format and 7 collated, complete sets of hard copies of the Technical Proposal to:

Linda Roberts
ATTN: Robin Stevens
Florida Department of Transportation District One
801 N. Broadway Avenue
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 15, 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. Proposed Contract Time will be evaluated when Bid Price Proposals are received.

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.
- Catalog sheets shall be submitted for major ITS components such as DMS, MFES, and UPS.
- 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	35
2. Construction	30
3. Innovation	5
4. Value Added	10
Maximum Score	80

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

1. **Design 35 points)**

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

- ITS design
- Roadway safety
- Design coordination plan minimizing design changes
- Minimizing impacts through design to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Traffic Control Plan design
- Incident Management Plan
- Aesthetics
- Utility Coordination and Design

Credit will be given for an understanding of the existing ITS and for a high level of comprehension of the new devices. The quality of the cut-over plan for the transition from the existing system to the new system will be evaluated.

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 (30 points)**

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

- Safety
- ITS Construction
- Structures analysis and reuse
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
 - Environment

- Public
- Adjacent Properties
- Structures
- 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 closures, visual obstructions, construction sequencing, and drastic reductions in speed limits.

Credit will be given for 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 Warranty	2 years manufacturers extended warranty

Credit will be given for the extent of the Value Added manufacturers extended warranty coverage of the DMS and components as defined in the FDOT Standard Specifications.

Credit will be given for any additional spare equipment provided above the minimum required spare equipment as defined in Attachment A to the RFP.

D. Final Selection Formula:

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

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

BPP = Bid Price Proposal

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

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

The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria. If the Proposed Contract Time is greater than Maximum Contract Time of 500 calendar days, the Bid Price Proposal will be considered non-responsive.

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 \$27,045 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 fully execute with original signatures and have delivered to the Department within one (1) week after the Short-List protest period, 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:

Linda Roberts
ATTN: Robin Stevens
Florida Department of Transportation District One
801 N. Broadway Avenue
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.