



Florida Department of Transportation
District 1

**LOW BID
DESIGN-BUILD
REQUEST FOR PROPOSAL**

For

US 41 from SR 951 to Greenway Road, Collier County

Financial Projects Number(s): 441088-1-52-01

Federal Aid Project Number(s): N/A

Contract Number: E1R86

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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.

- Project Advertisement
- Division I Design-Build Specifications
 - Public Records (SP0030900D1-718)
 - Bear (SP0070104-1)
 - Gopher (SP0070104-3)
 - Equal Employment Opportunity Requirements (SP0072700)
 - Preference to State Residents (SP0072800)
 - Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
 - Legal Requirements and Responsibility to the Public - Scrutinized Companies (SP0073000_Man02)
 - Prosecution of Work - Partnering (SP0080306)
 - Regional Disputes Review Board (SP0080307RDRB)
 - Contaminated Material – Mercury-Containing Devices and Lamps (SP0080409)
- Divisions II and III Special Provisions identified by the Department to be used on the Project
 - Mobilization (SP1010000DB)
 - Contractor Quality Control General Requirements (SP1050813DB)
 - Structures Foundations (SP4550000DB)
- Approved Design Exceptions – N/A

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.

- As-built Plans (415621-2-52-01)
 - CADD Files
 - E1M43 – US 41 (Collier Co.) Roadway As-Built plans.pdf
 - E1M43 – US 41 (Collier Co.) Signalization As-Built plans.pdf
 - E1M43 – US 41 (Collier Co.) SigningPavementMarking As-Built plans.pdf
 - E1M43 – US 41 (Collier Co.) Structure As-Built plans.pdf
 - HendersonCreekBridge_LoadRating S&S.pdf
 - 030324_TripleX_LoadRatingSheet.pdf
 - 030324_TripleX_BoxLoadRating.pdf
 - 030324_BridgeLoadRatingSummaryForm_8-17-15.pdf
 - 030325_Deep_LoadRatingSheet.pdf
 - 030325_Deep_BoxLoadRating.pdf
 - 030325_BridgeLoadRatingSummaryForm_8-17-15.pdf
 - 030326_Throat_LoadRatingSheet.pdf

- 030326_Throat_BoxLoadRating.pdf
- 030326_BridgeLoadRatingSummaryForm_8-17-15.pdf
- RFC – UWHC Water-Sewer JPA.pdf
- Force main as builts.pdf
- Collier water asbuilts.pdf
- Typical Section Package
- Approved Design Variations
 - Vertical clearance of the US 41 bridge over Henderson Creek
 - Typical Section (design speed)
 - Shoulder Width (roadway)
 - Shared Use Path
 - Lane Width
 - Canal Hazard Standard
 - Shoulder Width (bridge)
 - Roadside Slopes (ditch)
 - Base Clearance
 - Roadside Slopes (shared use path)
 - Shoulder Width (roadway)
- Design Documentation
 - CulvertCalculations_FinalSubmittal.pdf (January 2014)
 - FINAL_Foundation_Calculations_-_Henderson_Creek_Brdige.pdf (February 2014)
 - FINAL_Super_Substructure_Design_Calculations.pdf (April 2014)
 - Revised Shop Drawings_Reviewed 1-29-15.pdf (January 2015)
 - RFM1_SB2-AugerCastPilesAtCulvert.pdf (April 2015)
 - RoadwayDesignDoc.pdf (September 2014)
 - SoundBarrierWallCalculations_FinalSubmittal.pdf (January 2014)
 - US41DrainageReport_20140828.pdf (August 2014)
- Florida Power & Light Coordination
 - LCA Tentative Proposed Location.pdf
 - LCB Tentative Proposed Location.pdf
 - LCC Tentative Proposed Location.pdf
 - FPL LED-Catalog.pdf
 - RE 441055-1 US 41 Lighting from CR 951 to Greenway Collier Design-Build RFP.pdf
- Geotechnical Data
 - Henderson Creek Bridge Report 90 Percent.pdf (April 2013)
 - 415621-2 MSE and Gravity Wall Report.pdf (October 2012)
 - 415621-2 Noise Walls_Geotechnical Report.pdf (June 2012)
 - 415621-2 Roadway Soil Survey Report.pdf (August 2012)
 - Report of Geotechnical Services-Signals.pdf (September 2012)
 - 415621-2-52-01 US 41 Box Culvert Report.pdf (July 2012)
- PD&E Study Environmental Document
 - Design and Construction Authorization Reevaluation (March 2013)
 - Project Development Summary Report (June 2008)
- Potential Contamination Sites (December 2012)
- Utility Coordination
 - IRTHOneCall_2017-04-10.pdf
- Collier County fixture preference (non-mandatory)
- Site Plans
 - Kingdom Hall of Jehovah’s Witnesses Turn Lane Addition
 - Winding Cypress Plans

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 and construction of a lighting system for the US 41 roadway from approximately 700 feet southeast of the SR 951 intersection to approximately 1000 feet southeast of the Greenway Road intersection in Collier County, a distance of approximately 3.50 miles.

Description of Work

The design and construction of a lighting system for the US 41 roadway from approximately 700 feet southeast of the SR 951 intersection to approximately 1000 feet southeast of the Greenway Road intersection in Collier County, a distance of approximately 3.50 miles. US 41 is a six lane divided suburban roadway with raised medians, a sidewalk on the north side and a shared use path on the south side. One bridge (Bridge No. 030323 over Henderson Creek) and three bridge culverts (Bridge No. 030324 over Triple X Canal, Bridge No. 030325 over Deep Canal and Bridge No. 030326 over Throat Canal) exist within the project limits. Sound barrier walls, retaining walls, gravity walls and concrete barrier walls exist within the project limits. The Manatee Road intersection is signalized.

A. Design-Build Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical investigation, subsurface utility engineering (SUE), 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 be responsible for reviewing the approved Environmental Document of the PD&E Study.

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

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

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

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, NEPA Reevaluations will be processed for approval by OEM pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated December 14, 2016 and executed by the FHWA and the Department.

II. Schedule of Events.

Below is the current schedule of the remaining events that will take place in the selection 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>September 10, 2018</u> Monday	Advertisement
<u>September 17, 2018</u> Monday	Mandatory Pre-Proposal meeting at 9:30 a.m. local time in District One Headquarters, 801 N. Broadway Ave., Bartow, FL 33830.
TBD	Utility Pre-Proposal Meeting facilitated by the District Utility Engineer at 8:00 am to 4:00 pm local time in the District 1 Ft. Myers Operations Center, Crew Training Room, 2981 NE Pine Island Rd., Cape Coral, Fl.

	33909.
<u>November 02, 2018</u> <u>Friday</u>	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical and Bid Price Proposals. All questions shall be submitted to the Pre-Bid Q&A website.
<u>November 02, 2018</u>	Final deadline for submission of requests for Design Exceptions or Design Variations
<u>November 07, 2018</u> <u>Wednesday</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 Proposal.
<u>November 09, 2018</u> <u>Friday</u>	Technical Proposals and Price Proposals due in District Office by 11:00 a.m. local time
<u>November 09, 2018</u> <u>Friday</u>	Public announcing of Price Proposals at 11:00 a.m. local time in District One Headquarters, 801 N. Broadway Ave., Bartow, FL 33830
<u>November 14, 2018</u> <u>Wednesday</u>	Public Meeting of Technical Review Committee to determine Responsiveness of Technical Proposal(s) at 10:00 a.m. local time in District One Headquarters, 801 N. Broadway Ave., Bartow, FL 33830
<u>November 29, 2018</u> <u>Tuesday</u>	Public Meeting of Selection Committee to determine intended Award (Final Selection Posting) at 10:00 a.m. local time in District One Headquarters, 801 N. Broadway Ave., Bartow, FL 33830.
<u>November 29, 2018</u> <u>Tuesday</u>	Posting of the Department’s intended decision to Award
<u>December 06, 2018</u> <u>Tuesday</u>	Anticipated Award Date
<u>December 24, 2018</u> <u>Friday</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 Proposals.

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

C. Price Proposal Guarantee

A Price Proposal guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany each Proposer’s Price Proposal. The Price Proposal guaranty may, at the discretion of the Proposer, be in the form of a cashier’s check, bank money order, bank draft of any national or state bank,

certified check, or surety bond, payable to the 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 Proposer failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of this meeting is to provide a forum for the 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/>

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.

During and after the meeting, it is the responsibility of the Project Manager/Contracting Unit to ensure that each Proposer develops their Technical Proposal with the same information. If a Proposer receives information from the Department relating to the Project, the Department will ensure that all Proposers receive the same information in a timely fashion. The Project file will clearly document all communications with any Firm regarding the design and construction criteria by the Contracting Unit or the Project Manager.

E. Question and Answer

The Design-Build Firm shall submit questions to the Departments Q&A website in accordance with section 2-4 of the Division I Design-Build Specifications.

F. 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.

G. 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 Department of Labor's System for Award Management (SAM) list.

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.

H. 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.

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.

I. Modification or Withdrawal of Proposal

Proposers may modify or withdraw previously submitted Proposals at any time prior to the Proposal due date. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed in the same manner as the Proposal. Upon receipt and acceptance of such a request, the entire 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 Proposal provided the change is submitted prior to the Proposal due date.

J. 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.

K. 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 on the bid blank/contract front page under “% DBE Availability Goal”. The Department has determined that this DBE percentage can realistically be achieved on this Project based on the number of DBE’s associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 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 all of our Design-Build Firms to actively pursue obtaining bids and quotes from Certified DBE’s.

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

B. DBE Supportive Services Providers:

The Department has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBE’s. This consultant is also required to work with prime Design-Build Firms, who have been awarded contracts, to assist in identifying DBE’s that are available to participate on the Project. The successful Design-Build Firm should meet with the DBE Supportive Services Provider to discuss the DBE’s that are available to work on this Project. The current DBE Supportive Services Provider for the State of Florida can be found in the Equal Opportunity website at: <http://www.fdot.gov/equalopportunity/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 entered into the Equal Opportunity Compliance System within 3 business days of submission of the bid or proposal.

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 MUTCD with Revisions Numbers 1 and 2 incorporated, dated May 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.fdot.gov/roadway/PPMManual/PPM.shtm>
2. Florida Department of Transportation Specifications Package Preparation Procedure
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Design Standards
<http://www.fdot.gov/roadway/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.fdot.gov/programmanagement/default.shtm>
5. Florida Department of Transportation Surveying Procedure 550-030-101
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
6. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.fdot.gov/geospatial/doc_pubs.shtm
7. Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
8. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
9. Florida Department of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
11. Instructions for Design Standards
<http://www.fdot.gov/structures/IDS/IDSportal.pdf>
12. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
13. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
14. Safe Mobility For Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>

15. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
17. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
19. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
20. Florida Department of Transportation Utility Accommodation Manual
<http://www.fdot.gov/programmanagement/utilities/UAM.shtm>
21. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
22. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
27. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
28. 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>
29. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116
30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2

<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>

33. Florida Department of Transportation Driveway Information Guide
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
34. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
35. 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:

1. General Conditions:

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

D. Department Commitments:

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

None.

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.

The Department is responsible for providing mitigation of all wetland impacts identified in the following documents:

Not applicable. The Design-Build Firm shall be responsible for providing mitigation of all wetland impacts.

If any design modifications the Design-Build Firm propose to increase the amount of wetland impacts such that mitigation is required, the Design-Build Firm shall be responsible for providing the Department information on the amount and type of wetland impacts as soon as the impacts are identified (including temporary impacts and/or any anticipated impacts due to construction staging or construction methods). Prior to submitting a permit modification to a regulatory agency, the Design-Build Firm shall provide the Department a draft of all supporting information. The Department will have up to 15 calendar days (excluding weekends and Department observed holidays) to review and comment on the draft permit package. The Design-Build Firm will address all comments by the Department and obtain Department approval, prior to submittal of the draft permit. The Design-Build Firm shall be solely responsible for all time and costs associated with providing the required information to the Department, as well as the time required by the Department to perform its review of the permit package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

Any additional mitigation required due to design modifications proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm 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 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)

G. Survey:

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the 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 and Mapping Procedure, Topic Nos. 550-030-101, and the Surveying and Mapping Handbook.

H. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing Department 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 Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

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".

The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

90% Phase Submittal

- 4__ copies of 11" X 17" plans
- 1__ signed and sealed geotechnical report
- 2__ copies of signed and sealed geotechnical report
- N/A__ copies of signed and sealed Bridge Hydraulic Report
- 2__ copies of design documentation
- 2__ copy of Technical Special Provisions
- N/A__ copy of Landscape Opportunity Plans
- Bridge Load Rating Calculations
- Completed Bridge Load Rating Summary Detail Sheet
- Load Rating Summary Form
- 4__ CD's containing the above information in .pdf format

Final Submittal

- 2__ sets of signed and sealed 11" X 17" plans
- 2__ copies of signed and sealed 11" X 17"
- 2__ sets of signed and sealed design documentation
- 2__ copies of signed and sealed design documentation
- 1__ sets of final documentation
- 1 signed and sealed copy of the Bridge Load Rating Summary Detail Sheet
- 1 signed and sealed copy of the Load Rating Summary Form
- 1 signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 2__ 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.
- 4__ 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 Department’s indication that the signed and sealed plans and specifications are “Released for Construction” authorizes the Design Build Firm to proceed with construction based on the contract and plans and specifications. The Department’s review of submittals and subsequent Released for Construction is to assure that the Design-Build Firm’s EOR has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the contract documents. The Department’s review is not meant to be a complete and detailed review. No failure by the Department in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for Design-Build Firm’s entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Department and all revisions are subject to the Department’s approval.

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 prior to Project completion for Department review and acceptance as a condition precedent to the Departments issuance of Final Acceptance.

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

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

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

- 2 set of 11” X 17” signed and sealed plans
- 2__ sets of 11 "X 17” copies of the signed and sealed plans
- N/A__ copy of Landscape Opportunity Plans
- 2 signed and sealed copy of the Bridge Load Rating based on as-built conditions
- 2__ sets of final, signed and sealed documentation (if different from final component submittal)
- 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.

- Not Applicable

5. Railroad Submittals: (Not Applicable)

J. Contract Duration:

The Department has established a Contract Duration of 370 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

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

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI’s, RFM’s, RFC’s, and NCR’s
- Design Survey
- Submittal Reviews by the Department and FHWA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction

- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

The Design-Build Firm’s work shall be performed and directed by key personnel identified in the 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 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 Technical Proposal 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 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. 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.fdot.gov/materials/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.

P. Liaison Office:

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

Q. Engineers Field Office: (Not Applicable)

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 estimates 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 available in the Department's 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 MicroStation and/or AutoCAD design files format.

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

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: (Not Applicable)

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:

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

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

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

- Identify any existing structures in addition to those identified that will be monitored for vibrations during the construction period.
- Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.

- Identify any existing structures in addition to those identified that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.
- Identify any existing structures in addition to those identified that require pre-construction and post-construction surveys.

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

C. Geotechnical Services:

Driven Pile Foundations for Bridges (Not Applicable)

Drilled Shaft Foundations for Bridges and Miscellaneous Structures (Not Applicable)

Spread Footings Foundations

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

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

Auger Cast Piles for Sound Barrier Walls (Not Applicable)

Specialty Geotechnical Services Requirements

Specialty geotechnical work is any alternative geotechnical work not covered by Department Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- A field testing and instrumentation program to verify design assumptions and performance,
- A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet , requirements,
- A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the Department’s independent verification.
- A certification process

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Department’s review. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The Department may issue comments and require additional verification testing.

D. Utility Coordination

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager 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.

The following Utility Agency/Owners (UA/O’s) have been identified by the Department as having facilities within the Project corridor for which the Department contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the Department as to the eligibility of

reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work.

Table A – Summary of Department Contemplated Adjustment, Protection, or Relocation

<u>UA/O</u>	<u>Utility Relocation Type</u>	<u>Cost Estimate</u>	<u>Lump Sum Bid</u>
CenturyLink	by UA/O	N/A	No
Collier County IT	by UA/O	N/A	No
Collier County Schools	by UA/O	N/A	No
Collier County Traffic Operations	by UA/O	N/A	No
Collier County Utilities	by UA/O	N/A	No
Comcast	by UA/O	N/A	No
Florida Power & Light Distribution	by UA/O	N/A	No
Florida Power & Light Transmission	by UA/O	N/A	No
Marco Island Cable	by UA/O	N/A	No
Marco Island Utilities	by UA/O	N/A	No
Qwest Communications	by UA/O	N/A	No
Summit Broadband Inc	by UA/O	N/A	No
TECO Peoples Gas	by UA/O	N/A	No

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

UAO	Contact Information	Eligibility for Reimbursement
CenturyLink	Anthony Zawacky 239-263-6216 Anthony.H.Zawacky@centurylink.com	
Collier County IT	Joe Olivier 239-252-6205 239-280-6914 239-774-8979 Emergency JoeOlivier@colliergov.net	
Collier County Schools	Stephen Pitman 239-377-0464 PitmanSt@collierschools.com	
Collier County Traffic Operations	Pamela Wilson 239-252-8260 PamelaWilson@colliergov.net	
Collier County Utilities	Eric Fey, P.E. 239-252-1037 EricFey@colliergov.net	
Comcast	Mark Cook 954-447-8405 239-707-3998 Mark_Cook@cable.comcast.com	
Florida Power & Light Distribution	Michael Martinez 239-353-6047	

	Michael.Martinez@fpl.com	
Florida Power & Light Transmission	Ernesto Dominguez 954-581-3088 Ernesto.Domiguez@fpl.com	
Marco Island Cable	Dean Huddleston 239-404-8289	
Marco Island Utilities	Barton Bradshaw 239-389-5187 239-825-9001 bbradshaw@cityofmarcoisland.com	
Qwest Communications	Mike Fitzgerald 813-630-2605 mike.fitzgerald@qwest.com	
Summit Broadband Inc.	Mike Reber 239-631-9251 239-325-4105 x261 MReber@summit-broadband.com	
TECO Peoples Gas	Marilyn Aloï 239-690-5517 MDAloï@tecoenergy.com	

The Design-Build Firm may request the utility to be relocated; 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.

For a reimbursable utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule and permit, and bill the Department directly.

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 the Department’s Construction Manager. The DUO and the 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 One Stop (OSP) system.

E. Roadway Plans:

General:

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

Design Analysis:

Any deviation from the Department’s design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. If a Design-Build Firm requests a Design Variation or Design Exception, it must be discussed prior to the submission of the Proposal. All such Design Variations and Design Exceptions must be approved or disapproved prior to the submission of the Proposal. Design Exceptions will be disclosed to all the Design-Build Firms via an Addendum.

The Department may approve a design variation for shared use path width of eight feet within the limits of the noise walls only and a design variation for zero-foot offset to a light pole from the shared use path, along the entire length of the shared use path. The Design-Build Firm shall be required to submit the subject variations with sufficient detail and explanation in order to justify approval as outlined in PPM Chapter 23.

These packages shall include the following:

F. Roadway Design:

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

1. **Typical Section Package: (Not Applicable)**
2. **Pavement Design Package: (Not Applicable)**
3. **Drainage Analysis:**

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

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

The objective is to obtain approved stormwater treatment/attenuation design. This service shall include, but is not limited to the following:

- Open-Channel Conveyance (ditches with side drains)
- Storm drain Conveyance
- Pavement Hydraulics
- Stormwater Management Facilities
- Erosion and Sediment Control

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

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

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

containing drainage components.

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

G. Geometric Design:

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

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

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 record set of plans and tracings.

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

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

I. Structure Plans:

1. Bridge Design Analysis:

- a. The Design-Build Firm shall submit to the Department final signed and sealed design documentation prepared during the development of the plans.
- b. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan

requirements and intent.

2. **Criteria**

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

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.

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 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 Departments 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 the drawing "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.

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. **Pedestrian and Bicycle Access During Construction**

The Design-Build Firm shall maintain existing pedestrian and bicycle access on all sidewalks, shared use paths, transit facilities, and at all intersections. Sidewalks and shared use paths shall be maintained and continue to conform to ADA requirements. When the Design-Build Firm allows work areas to encroach upon a sidewalk, shared use path or crosswalk area, and a minimum clear width of 4' cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided.

4. **Traffic Control Restrictions:**

Only one lane may be closed at any time (there are no time restrictions). A lane may only be closed during active work periods. 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.

NO LANE CLOSURES are allowed on the Project during the times shown below so as to minimize potential impacts to the following events:

No events require special consideration for this project.

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, and signing 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 Permit Office. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for 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:

1. Wetlands and Mitigation
2. Wildlife and Habitat
3. Contaminated Materials

P. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria.

The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the Department. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the Department.

Q. Lighting Plans:

The Design-Build Firm shall prepare lighting plans in accordance with Department criteria. The Design-Build Firm shall endeavor to provide a lighting system that utilizes a lighting fixture type and height that is

consistent throughout the corridor. Any deviations shall be approved by the FDOT and the maintaining agency and shall be documented in the design report.

The Design-Build Firm shall use only light fixtures (luminaires) that are on the Approved Product List (APL) and identified as “LED Luminaire, (Conventional)” and identified with the APL Certification Number: 715-005-xxx. Refer to <https://fdotwp1.dot.state.fl.us/ApprovedProductList/ProductTypes/Index/611>.

The luminaire mounting height shall not be more than 50’-0”. High mast lighting shall not be allowed.

The Design-Build Firm shall not consider a lighting system approach that utilizes lighting fixtures attached to any existing utility/power poles. The installation of lighting fixtures on any utility/power poles shall not be allowed.

The Illumination Level Average Initial Horizontal Foot Candle (H.F.C.) shall be less than 2.25 in each independent analysis zone.

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

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

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

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

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

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

All deficiencies within the Project scope shall be identified and corrected. Deficiencies outside the Project scope shall be brought to the attention of the Department.

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

Where new electrical services are required, the Design-Build Firm shall coordinate the final locations of distribution transformer and service pole to minimize service and branch circuit conductors and conduit lengths. Preliminary electrical service locations have been coordinated with and provided by Michael Martinez, Florida Power & Light. The preliminary electrical service locations are provided in the Reference

Documents. Each service point shall be separately metered.

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

R. Signalization and Intelligent Transportation System Plans: (Not Applicable)

S. Landscape Opportunity Plans: (Not Applicable)

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 for the Project.

B. Submittal Requirements:

The Technical Proposal shall be submitted using Form 700-010-21 Low Bid Design-Build Technical Proposal.

The Technical Proposal shall be submitted electronically and attached to a single email. The Department has a 10MB limit on email. Emails that exceed this 10MB email server limit may be rejected by the Department's email server. It is solely the Design Build Firm's responsibility to ensure that the Technical Proposal is received by the Department's server by the due date and time. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed.

The maximum number of pages shall be 2, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. Larger sheets are prohibited.

Submit the Technical Proposal to:

Ms. Linda Roberts
Attn: Robin Stevens
801 N. Broadway Ave.
Bartow, FL 33830
(863) 519-2610
D1.DesignBuild@dot.state.fl.us

The minimum information to be included:

Section 1: Written Technical Proposal

• **Approach and Understanding of the Project:**

Present a plan for completing the specified work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction

schemes, and techniques for completing the project. Coordination with the Department on public involvement, railroad encroachments, and affected utilities shall also be discussed in this section.

- **Staffing:**

- Contractor Name & Applicable Prequalification Work Classes:
- Construction Project Manager:
- Construction Superintendent:
- Consulting Engineer Name and Applicable Prequalified Work Types:
- Subconsultant Name(s) and Applicable Prequalified Work Types:
- Design Project Manager:
- Design Engineer of Record:
- MOT Certified Designer:
- Specification Package Technician

- Utility Coordination Manager

- **Responsible Office:**

Design-Build Firms being considered for this Project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

C. Evaluation Criteria:

The Department shall open all Bids received at a public Bid opening on the date found in Section II of this RFP. The Technical Review Committee will review the Technical Proposal of the Lowest Bidder. The Technical Review Committee will then establish if the Technical Proposal of the Lowest Bidder is responsive or non-responsive based on the criteria described in this RFP. If the Proposal is responsive, that Design-Build Firm will be awarded the Project. If the Proposal is found to be non-responsive, the Technical Review Committee will review the Technical Proposal of the next Lowest Bidder and establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this RFP, and so on.

D. Final Selection Process:

The Project shall be awarded to the responsive Bidder with the lowest Price Proposal.

VIII. BID PROPOSAL REQUIREMENTS.

A. Bid Price Proposal:

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum Price for the Project within which the Proposer will complete the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the

Project will be full, complete, and final compensation for the work required to complete that portion of the Project. One (1) hard copy Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

Mr. Don Naylor
Attn: Robin Stevens
801 N. Broadway Ave.
Bartow, FL 33830
(863) 519-5610

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