



*Florida Department of Transportation*  
*District Two*

**DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
I-75 Interchange Improvements at US 441,  
Alachua County**

**Financial Projects Number(s):**

**424685-1-52-01, 424685-56-01**

**Federal Aid Project Number(s): 0752-155-I**

**Contract Number: E2R18**

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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.

APPENDIX A – Horizontal Alignment  
APPENDIX B – Typical Section Package  
APPENDIX C – Pavement Design  
APPENDIX D – US 441 Intersection Improvements  
APPENDIX E – Park-and-Ride and City of Alachua Lift Station  
APPENDIX F – Right-of-Way Maps & Project Commitments  
APPENDIX G – Project Advertisement  
APPENDIX H – Division I Design-Build Specifications  
APPENDIX I – Design-Build Utility Agreement (Form number 710-010-19)  
APPENDIX J – Geotechnical Services Requirements/Specifications  
    Contractor Quality Control General Requirements (SP1050813DB)  
    Structures Foundations (SP4550000DB)  
APPENDIX K – Value Added Specifications  
APPENDIX L – Design Variations

## REFERENCE DOCUMENTS

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

- Concept Plans
- Permit Information
- Drainage and Stormwater Reports
- Lighting Analysis Report
- Subsurface Utility Reports
- Retaining Wall Calculations
- Geotechnical Data and Reports
- Wetland Aerial
- Preliminary Contamination Screening report
- CADD Files and Survey Data

## **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 new US 441 SB ramp to I-75 SB (hereafter referred to as 'Ramp A'); the design and construction of a Park-and-Ride facility in the southwest quadrant of the interchange; and improvements at the I-75 SB off-ramp/US 441 intersection.

For the purpose of bidding, the Department has established FPID number 424685-1-52-01 for the design and construction of Ramp A, the Park-and-Ride facility and the I-75 SB off-ramp/US 441 intersection improvements. FPID number 424685-1-56-01 has been established for the design and construction of the City of Alachua water and sewer utility relocation work.

Any changes to requirements of the RFP by a Design-Build Firm must be approved by the Department through the Alternative Technical Concept (ATC) Proposal process, as described herein. For this Project, the Department considers the following to be requirements of the Project that are not to be changed by the Design-Build Firms:

- Typical Section for Ramp A (Appendix B)
- Minimum pavement design (Appendix C)
- US 441 Intersection improvements (Appendix D)
- Park-and-Ride requirements and City of Alachua Lift Station relocation (Appendix E)
- Project Commitments

The Department has established the following project goals (presented in order of precedence):

1. Add capacity, safety and mobility and provide operational improvements to the corridor within the limits described.
2. Minimize the inconvenience to the traveling public.
3. Meet all project commitments.

### **Description of Work**

The following work description is broken down as follows:

- **Overview**
- **Roadway**
- **Park-and-Ride Facility**
- **Structures**
- **Drainage**
- **Permitting and Environmental**
- **Geotechnical**
- **Traffic Control Plan**
- **Signing and Pavement Markings**
- **Traffic Signals**
- **Lighting**
- **Utilities**
- **Right-of-Way**

### **Overview**

The scope of work for this project includes all investigation, design, permitting, coordination, final approved construction documents and activities necessary for the construction of a new US 441 SB ramp to I-75 SB (Ramp A), the design and construction of a Park-and-Ride facility in the southwest quadrant of

the interchange, and improvements at the I-75 SB off-ramp/US 441 intersection. The Project also includes the design and construction of: 12' maintenance road that will provide access to Bridge Nos. 260067 and 260070 from a connection with NW 158<sup>th</sup> Lane on the east side of I-75; retaining walls; drainage and stormwater ponds; lighting; signalization; signing and markings; and utility relocations. The following sections describe the general work scope for this project. Additional requirements are listed in this RFP and Volume I appendices.

The Department, under separate contract, has produced Concept Plans for this project. The Concept Plans are included in Volume II of this RFP (Reference Documents) and are supplied to the Design-Build Firm to convey the intent of the project and are for informational purposes only. The Design-Build Firm, as Engineer of Record, is responsible for providing all final approved construction documents. In addition to final construction documents, the Design-Build Firm shall provide and furnish all construction activities, utility coordination, tools, equipment, supervision, labor, materials, rentals, subcontractors, profit, overhead and any other costs related to the project. Contained in this RFP are references to stations that are based on the Concept Plans to convey general intent and location of requirements. These station references are provided for information purposes only.

The Design-Build Firm is advised to review the specific requirements of this RFP carefully as the Concept Plans may not be consistent with or in compliance with all the requirements of this RFP.

### **Roadway**

The roadway and all associated improvements shall be designed in accordance with all current applicable manuals and guidelines including those by the Department, FHWA, AASHTO, and others as specified in this document. General roadway improvements shall consist of the following:

- Construct a new ramp from US 441 SB to I-75 SB (Ramp A)
- Construct the improvements on US 441
- Construct a 12' minimum maintenance road that will provide access to the undersides of Bridge Nos. 260067 and 260070 from a connection with NW 158<sup>th</sup> Lane on the east side of I-75. Construct a fence gate at the Limited Access ROW line for this maintenance road
- Milling and resurfacing of US 441 SB from the first unsignalized median opening (STA 395+67) to just west of I-75 bridge over US 441 (STA. 406+20)

The maximum longitudinal grade of Ramp A shall be 5%.

The Typical Section requirements for US 441 and Ramp A is shown in Appendix B. The minimum pavement design for US 441 and Ramp A is shown in Appendix C.

The improvements at the intersection of the I-75 SB off-ramp/US 441 are proposed to enhance the operations of this intersection. The improvements at this intersection as depicted in Appendix D shall be designed and constructed by the Design-Build Firm. Areas of pavement shown to be removed on Appendix D shall be replaced with sod and graded to drain.

The Design-Build Firm shall provide a design in conformance with the Horizontal Layout provided in Appendix A or in conformance with an approved alternative Horizontal Layout. Any Alternative Horizontal Layout shall be processed in accordance with Section V.B. of this RFP.

### **Park-and-Ride Facility**

The Department, in coordination with the Gainesville Regional Transit System (RTS), has developed a layout for a new Park-and-Ride facility in the SW quadrant of the interchange. The Design-Build Firm shall design and construct the Park-and-Ride Facility in accordance with the requirements of Appendix E,

the FDOT Park and Ride Manual, and the AASHTO Guide for Park-and-Ride facilities. In addition to the requirements set forth in Appendix E, the following are specific requirements for the design and construction of the Park-and-Ride Facility:

- The radii for the curb returns at the Park-n-Ride turnout shall be a minimum of 30'
- PT of the exiting curb return shall be a minimum of 100' from the beginning of the Ramp A taper
- Provide conventional lighting for the Park-and-Ride facility
- Accommodate drainage and storm water treatment as necessary in accordance with applicable FDOT criteria. Storm water runoff shall be conveyed in Department drainage systems within Department Right-of-Way (ROW) and no runoff shall be permitted to encroach or outfall to adjacent properties
- Minimum pavement design shall be FC-12.5 (1.5") (PG76-22), OBG 3, and Type B Stabilization.
- All construction for the facility shall be contained within the Department's ROW

### **Structures**

The Design-Build Firm shall design and construct the retaining walls necessary for this Project. The retaining walls shall be designed to accommodate construction within the ROW owned by the Department. The Design-Build Firm shall be responsible for the design and construction of any miscellaneous structures necessary for the Project.

### **Drainage**

The Design-Build Firm shall provide the following:

- Drainage and Stormwater Management System

Drainage and Stormwater ponds shall be contained within the Department owned ROW. All drainage and stormwater systems shall be designed to meet the typical and customary Department standard level of maintenance.

### **Permitting and Environmental**

The Department will be submitting an application (based on the Concept Plans) for an Environmental Resource Permit with the Suwannee River Water Management District. The Design-Build Firm shall be responsible for permit modifications necessary for the design and construction of the Project. This Project is not anticipated to impact any identified wetlands.

### **Geotechnical**

The Department, under separate contract, has produced Geotechnical Reports. The Geotechnical Reports are included in Volume II of this RFP (Reference Documents) and are supplied to the Design-Build Firm for informational purposes only. The Design-Build Firm shall be responsible for its own geotechnical investigation, reporting, and implementation.

### **Traffic Control Plan**

The Design-Build Firm is responsible for developing an acceptable traffic control plan and executing it accordingly.

### **Signing and Pavement Markings**

The Design-Build Firm shall be responsible for complete Signing and Pavement Marking plans. These plans shall include all signing and pavement markings necessary to provide appropriate regulatory and guide signing and shall be in conformance with the MUTCD and Department standards. Pedestrian crossings at the terminus of the I-75 SB off-ramp and the pedestrian crossings for US 441 shall also be designed and constructed in accordance with MUTCD and Department standards

### **Traffic Signals**

The Design-Build Firm shall be responsible for complete Signalization plans. Signalization improvements at the I-75 SB off-ramp/US 441 intersection shall accommodate the new intersection configuration as depicted in Appendix D. The Signalization plans shall include all components necessary to provide appropriate vehicular and pedestrian signalization and shall be in conformance with Department standards.

### **Lighting**

The Design-Build Firm shall be responsible for complete Lighting plans. The eight (8) existing weathering steel High Mast light poles on the north side of the interchange shall be removed and replaced with galvanized steel High Mast light poles. The Design-Build Firm shall design and construct conventional lighting for Ramp A and the Park-and-Ride facility.

### **Utilities**

The Design-Build Firm shall be responsible for determining, through the use of non-destructive means, both the horizontal and vertical location of all existing utilities above and below ground within the Project limits, and for coordinating with the Utility owner(s) for any necessary relocation and/or adjustment of their utilities through the development of a comprehensive utility work schedule. The Design-Build Firm shall be required to design, construct, and produce as-built documentation for all relocations as approved by FDOT. The Design-Build Firm will be responsible for acquiring all permits required for the utility work. The Design-Build Firm shall minimize and to the greatest extent possible avoid impacts to existing utilities within the project limits.

All City of Alachua water and sewer design, construction, tie-ins to existing water and sewer system, and resolution of conflicts with existing water and sewer systems shall be in accordance with the current City of Alachua standards and shall be scheduled with, and coordinated through, the Department and the City. See section VI.C for more details regarding utilities.

### **Right-of-Way**

The ROW maps for the Project are included in Appendix F of this RFP. The Department is in the process of acquiring all ROW necessary for this project. It is the Department's intent that all Project construction activities be conducted utilizing the existing horizontal alignment within the existing ROW.

However, if the Design-Build Firm desires to purchase additional ROW for the project, the Department will provide all ROW services necessary for the acquisition of the additional ROW and the Design-Build Firm will be responsible for all costs (including Department personnel costs) and time associated with the acquisition. The Design-Build Firm may submit a Technical Proposal that requires the acquisition of additional ROW. Any Technical Proposal that requires the acquisition of additional ROW will not extend the contract duration as set forth in the RFP under any circumstances. The Department will have sole authority to determine whether the acquisition of additional ROW on the Project is in the Department's best interest, and the Department reserves the right to reject the acquisition of additional ROW. If a Design-Build Firm intends to submit a Technical Proposal that requires the acquisition of additional ROW, the Design-Build Firm shall discuss such a proposal with the Department as part of the Question & Answer process or as part of the Alternative Technical Concept process, as applicable. If a Design-Build Firm submits a Technical Proposal that requires the acquisition of additional ROW and the Design-Build Firm fails to discuss such a proposal with the Department as part of the Question & Answer process or as part of the Alternative Technical Concept process, then the Department will not consider such aspects of the Proposal during the evaluation process. If the Design-Build Firm's Technical Proposal requires additional ROW, the additional ROW will be required to be directly acquired by the Department.

The Design-Build Firm shall submit, along with the Technical Proposal, certified sketches and legal descriptions including area in square feet of any proposed additional ROW parcels. On State funded projects, the additional ROW will be acquired by the Department in accordance with all applicable state laws. On Federally funded projects, the additional ROW will be acquired by the Department in accordance with all applicable federal laws, specifically including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations. All costs concerning the acquisition of additional ROW will be borne solely by the Design-Build Firm. The Department will have sole discretion with respect to the entire acquisition process of the additional ROW.

If the Design-Build Firm's Technical Proposal requires additional ROW, the acquisition of any such ROW shall be at no cost to the Department, and all costs associated with securing and making ready for use such ROW for the Project shall be borne solely by the Design-Build Firm as a part of the Design-Build Firm's Lump Sum Price Bid. The Department will not advance any funds for any such ROW acquisition and the Design-Build Firm shall bear all risk of delays in the acquisition of the additional property, regardless of cause or source. The Department will provide to the successful Design-Build Firm an estimate of all costs related to the acquisition and use of the additional ROW for the Project. At the time the Design-Build Firm returns the executed contract to the Department, the Design-Build Firm will provide the Department funds equal to the amount of the Department's estimate along with a Letter of Credit approved by the Department in an amount equal to 100% of the Department's estimate. If additional funds beyond the Department's estimate are anticipated, the Design-Build Firm shall be solely responsible for all such costs and provide the same to the Department upon ten (10) days written notice from the Department. The Letter of Credit is for the purpose of securing the obligations of the Design-Build Firm with respect to the acquisition and use of additional ROW. The Letter of Credit will be released upon the Department's determination that all costs related to the acquisition of and making ready for use of the additional ROW have been satisfied. Any remaining funds provided will be returned to the Design-Build Firm.

Any additional ROW must be acquired prior to the commencement of any construction on the Project. The Design-Build Firm waives any and all rights or claims for information, compensation, or reimbursement of expenses with respect to the Design-Build Firm's payment to the Department for costs associated with the acquisition of the additional ROW. The additional ROW cannot be used for any construction activity or other purpose until the Department has issued an applicable parcel clear letter or a ROW Certification for Construction. If the Department's attempt to acquire the additional ROW is unsuccessful, then the Design-Build Firm shall provide a design of the Project within existing ROW and be required to complete the Project solely for the Lump Sum Price Bid, with no further monetary or time adjustments arising therefrom. Under no circumstances will the Department be liable for any increase in either time or money impacts the Design-Build Firm suffers due to the Design-Build Firm's proposed acquisition of additional ROW, whether or not the acquisition is successful.

#### **A. Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the Department, any and all information required to modify permits acquired by the Department, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm will 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 is responsible for coordinating with the District Environmental Office any engineering information related to Environmental Reevaluations. The Design-Build Firm will not be compensated for any additional costs or time associated with Reevaluation(s) resulting from proposed design changes.

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

The Design-Build Firm shall examine the Contract Documents and the site 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 job specific information and/or functions as outlined in this document.

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

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

## II. Schedule of Events.

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

<b>Date</b>	<b>Event</b>
<u>December 3, 2012</u>	Project placed on Planned Advertisement Web site
<u>December 17, 2012</u>	Advertisement
<u>January 14, 2013</u>	Expanded Letters of Interest for Phase I of the procurement process due in District Office by 2:00 PM local time
<u>January 31, 2013</u>	Proposal Evaluators submit Expanded Letter of Interest Scores to Contracting Unit 10:00 AM local time
<u>February 5, 2013</u>	Public Meeting of Selection Committee to review and confirm Expanded Letter of Interest scores 8:30 AM local time
<u>February 5, 2013</u>	Notification to Responsive Design-Build Firms of the Expanded Letter of Interest scores 2:00 PM local time
<u>February 7, 2013</u>	Deadline for all responsive Design-Build firms to affirmatively declare intent to continue to Phase II of the procurement process 2:00 PM local time
<u>February 7, 2013</u>	Shortlist Posting 4:15 PM local time
<u>February 12, 2013</u>	Shortlist Posting Ends 5:00 PM local time
<u>February 13, 2013</u>	Final RFP provided to Design-Build firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process
<u>February 13, 2013</u>	Mandatory Pre-proposal meeting at 10:00 AM local time at: Florida Department of Transportation, District 2 Complex 1109 South Marion Avenue Lake City, FL 32025 <b>All impacted Utility Agency/Owners are to be invited to the mandatory Pre-proposal meeting.</b>
<u>February 14, 2013</u>	Deadline for Design-Build Firm to request participation in Alternative Technical Concept Discussion Meeting No. 1
<u>February 20, 2013</u>	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to Alternative Technical Concept Discussion Meeting No. 1
<u>February 21, 2013</u>	Alternative Technical Concept Discussion Meeting No. 1
<u>February 22, 2013</u>	Deadline for Design-Build Firm to request participation in Alternative Technical Concept Discussion Meeting No. 2
<u>February 26, 2013</u>	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to Alternative Technical Concept Discussion Meeting No. 2
<u>February 27, 2013</u>	Alternative Technical Concept Discussion Meeting No. 2
<u>March 13, 2013</u>	Deadline for submittal of Alternative Technical Concept Proposals and for submission of requests for Design Exceptions or Variances 5:00 PM local time.
<u>April 8, 2013</u>	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall

	be submitted to the Pre-Bid Q&A website.
<u>April 12, 2013</u>	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.
<u>April 22, 2013</u>	Technical Proposals due in District Office by 2:00 PM local time
<u>April 24, 2013</u>	Deadline for Design-Build for to "opt out" of Technical Proposal Page Turn meeting. 5:00 PM local time
<u>April 29, 2013</u>	Page Turn Meeting of Design-Build Firm's Technical Proposal. Times will be assigned during the Pre-Proposal Meeting.
<u>May 8, 2013</u>	Question and Answer Session. Times will be assigned during the pre-proposal meeting. One hour will be allotted for questions and responses.
<u>May 15, 2013</u>	Deadline for submittal of Written Clarification letter following Question and Answer Session 5:00 PM local time
<u>May 16, 2013</u>	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website. 5:00 PM local time
<u>May 21, 2013</u>	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
<u>May 23, 2013</u>	Price Proposals due in District Office by 2:00 PM local time.
<u>May 23, 2013</u>	Public announcing of Technical Scores and opening of Price Proposals at 2:00 PM local time at: Florida Department of Transportation, District 2 Complex 1109 South Marion Avenue Lake City, FL 32025
<u>May 28, 2013</u>	Public Meeting of Selection Committee to determine intended Award
<u>May 28, 2013</u>	Posting of the Department's intended decision to Award (will remain posted for 72 hours)
<u>June 3, 2013</u>	Anticipated Award Date
<u>June 14, 2013</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, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, prior to the deadline for receipt of Letters of Interest.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who

will be responsible for the engineering, quality control, and geotechnical and construction portions of the Work.

### **C. Price Proposal Guarantee**

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

### **D. Pre-Proposal Meeting**

Attendance at the pre-proposal meeting is mandatory. Any affirmatively declared proposer failing to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to provide a forum for the Department to discuss with all concerned parties the proposed Project, the design and construction criteria, CPM schedule, and method of compensation, instructions for submitting proposals, design exceptions/variances, 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 Department's Question and Answer website: <http://www2.dot.state.fl.us/construction/bidquestionmain.asp>.

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. Page-turn Meeting**

The Department will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting. FHWA will be invited on FA Oversight Projects. The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due and the Question and Answer session occurs, per the Schedule of Events section of this RFP. The Department will terminate the page-turn meeting promptly at the end of the allotted time. The Department will audiotape record or videotape all or part of the page-turn meeting. All audiotape recordings or videotape recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-

turn meeting. An unmodified aerial or map of the project limits provided by the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Department upon conclusion of the page turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page turn meeting is expressly prohibited. Upon conclusion of the thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to five (5) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Department.

#### **F. Question and Answer Session**

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

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

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

#### **G. Protest Rights**

Any person who is adversely affected by the specifications contained in this Request for Proposal must file a notice of intent to protest in writing within seventy-two hours of the receipt of this Request for Proposals. The formal written protest shall be filed within ten days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest to:

Clerk of Agency Proceedings  
Department of Transportation  
605 Suwannee Street, MS 58, Room 562  
Tallahassee, Florida 32399-0458

The formal written protest must state with particularity the facts and law upon which the protest is based and be legible, on 8 ½ x 11-inch white paper and contain the following:

1. Name, address, telephone number, and Department identifying number on the Notice, if known, and name, address and telephone number of a representative, if any; and

2. An explanation of how substantial interest will be affected by the action described in the Request for Proposals; and
3. A statement of when and how the request for Proposals was received; and
4. A statement of all disputed issues of material fact. If there are none, this must be indicated; and
5. A concise statement of the ultimate facts alleged, as well as the rules and statutes, which entitle to relief; and
6. A demand for relief; and
7. Conform to all other requirements set out in Florida Statutes (F.S.), Chapter 120 and F.A.C., Chapter 28-106, including but not limited to Section 120.57 F.S. and Rules 28-106.301, F.A.C., as may be applicable.

A formal hearing will be held if there are disputed issues of material fact. If a formal hearing is held, this matter will be referred to the Division of Administrative Hearings, where witnesses and evidence may be presented and other witnesses may be cross-examined before an administrative law judge. If there are no disputed issues of material fact, an informal hearing will be held, in which case the person filing the protest will have the right to provide the Department with any written documentation or legal arguments which they wish the Department to consider.

Mediation pursuant to Section 120.573, F.S., may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to administrative hearing is not affected when mediation does not result in a settlement.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

#### **H. Non-Responsive Proposals**

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

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those proposals wherein the same Engineer is identified in more than one proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

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

### **I. Waiver of Irregularities**

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

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The Department, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.
3. In no event will any such elections by the Department be deemed to be a waiving of the Design and Construction Criteria.
4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Department policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

### **J. Modification or Withdrawal of Technical Proposal**

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

### **K. Department's Responsibilities**

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

The Department does not guarantee the details pertaining to borings, as shown on any documents supplied

by the Department, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

**L. Design-Build Contract**

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

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 eight and six tenths percent (8.6%) race-neutral DBE goal. This means that the State's goal is to spend at least 8.6% of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Department believes that the 8.6% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown on the bid blank/contract front page under "% DBE Availability Goal". Although not a contract requirement, the Department believes that this DBE percentage can realistically be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

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

**B. Anticipated DBE Participation Statement:**

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE's. This information is being collected through the Anticipated DBE Participation Statement. This statement shall be submitted to the District Contract Compliance Manager/ Resident Compliance Officer who will then submit it electronically to the Equal Opportunity Office. Although these statements WILL NOT become a mandatory part of the contract, they will assist the Department in tracking and reporting planned or estimated DBE utilization.

**C. Equal Opportunity Reporting System:**

The Design-Build Firm is required to report monthly, through the Department's Equal Opportunity Reporting System on the Internet at, <http://www.dot.state.fl.us/equalopportunityoffice/> actual payments, minority status, and the work type of all subcontractors and suppliers. All DBE payments must be reported whether or not the prime initially planned to utilize the company. Each month the prime must report actual payments to all DBE and MBE subcontractors and suppliers. In order for the race neutral DBE Program to be successful, cooperation is imperative.

**D. DBE Supportive Services Providers:**

The Department has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBE's. This consultant is also required to work with prime Design-Build Firms, who have been awarded contracts, to assist in identifying DBE's that are available to participate on the Project. The successful Design-Build Firm should meet with the DBE Supportive Services Provider to discuss the DBE's that are available to work on this Project. The current Provider for the State of Florida is serviced by Blackmon Roberts Group and can be reached at (863) 802-1280 in Lakeland or (305) 777-0231 in Coral Gables.

**E. DBE Affirmative Action Plan:**

A DBE Affirmative Action Plan must be approved and on file with the Equal Opportunity Office prior to award of the contract for each prime Design-Build Firm. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the plan. The DBE Affirmative Action Plan must be on your company's letterhead, signed by a company official, dated and contain all elements of an effective DBE Affirmative Action Plan. These Plans should be mailed to:

Florida Department of Transportation  
Equal Opportunity Office  
605 Suwannee Street, MS 65  
Tallahassee, FL 32399-0450

Questions concerning the DBE Affirmative Action Plan may be directed to the Equal Opportunity Office by calling (850) 414-4747.

**F. 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.

On the Bidders Opportunity Form if the answers to numbers 2, 3, 4, or 5 are not known, leave them blank and the Department will complete the information. This information should be returned with the bid package or proposal package or submitted to the Equal Opportunity Office within three days of submission. It can be mailed to the Equal Opportunity Office or faxed to (850) 414-4879.

**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 Design Standards Modifications. 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 Design Standard Modifications in effect at the time the bid price proposals are due in the District Office. The Design-Build Firm shall use the 2009 edition of the MUTCD. It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Roadway Plans Preparation Manuals (PPM)  
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
2. Florida Department of Transportation Design Standards  
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<http://www.dot.state.fl.us/specificationsoffice/Default.shtm>
4. Florida Department of Transportation Surveying Procedure  
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf>
5. Florida Department of Transportation EFB User Handbook (Electronic Field Book)  
<http://www.dot.state.fl.us/surveyingandmapping/regulations.shtm>
6. Florida Department of Transportation Drainage Manual  
<http://www.dot.state.fl.us/rddesign/dr/Manualsandhandbooks.shtm>
7. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>
8. Florida Department of Transportation Structures Manual  
<http://www.dot.state.fl.us/structures/manlib.shtm>
9. Florida Department of Transportation Current Structures Design Bulletins  
<http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook  
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
11. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards  
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
12. Instructions for Design Standards  
<http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf>
13. AASHTO – A Policy on Geometric Design of Highways and Streets  
[https://bookstore.transportation.org/item\\_details.aspx?ID=110](https://bookstore.transportation.org/item_details.aspx?ID=110)
14. MUTCD - 2009  
<http://mutcd.fhwa.dot.gov/>
15. Safe Mobility For Life Program Policy Statement  
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf>
16. Traffic Engineering and Operations Safe Mobility for Life Program

- <http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm>
17. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure  
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>
  18. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm>
  19. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
  20. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.dot.state.fl.us/rddesign/updates/files/updates.shtm>
  21. Florida Department of Transportation Utility Accommodation Manual  
<http://www.dot.state.fl.us/rddesign/utilities/UAM.shtm>
  22. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
  23. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
  24. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
  25. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm>
  26. Florida Department of Transportation Right of Way Manual  
<http://www.dot.state.fl.us/rightofway/Documents.shtm>
  27. Florida Department of Transportation Traffic Engineering Manual  
<http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm>
  28. Florida Department of Transportation Intelligent Transportation System Guide Book  
[http://www.dot.state.fl.us/TrafficOperations/Doc\\_Library/Doc\\_Library.shtm](http://www.dot.state.fl.us/TrafficOperations/Doc_Library/Doc_Library.shtm)
  29. 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>
  30. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards  
[http://www.dot.state.fl.us/safety/ped\\_bike/ped\\_bike\\_standards.shtm](http://www.dot.state.fl.us/safety/ped_bike/ped_bike_standards.shtm)
  31. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).  
[http://www.fhwa.dot.gov/engineering/hydraulics/library\\_arc.cfm?pub\\_number=17](http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17)
  32. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways  
<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>
  33. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm>

34. Florida Statutes  
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&SubMenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

**B. Innovative Aspects:**

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established Department policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

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

The ATC process allows innovation, flexibility, time and cost savings on the design and construction of Design-Build Projects while providing the best value for the public. ATC discussion meetings may be held in order for the Design-Build Firm to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. The alternative technical concept shall provide an approach that is equal to or better than what is required by the Request for Proposal (RFP), as determined by the Department. Concepts which reduce quality, performance, or reliability should not be proposed. A proposed concept is not an ATC if it is contemplated by the RFP.

Each Design-Build Firm with proposed changes may request an ATC discussion meeting to describe the proposed changes. The Design-Build shall provide a preliminary list of ATC proposals, to be reviewed and discussed during the ATC discussion meeting, by the deadline shown in the Schedule of Events of this RFP. This list may not be inclusive of all ATC's to be discussed but it should be comprehensively sufficient to allow the Department to identify appropriate personnel which should attend the ATC discussion meeting. The purpose of the ATC discussion meeting is to discuss the ATC proposals, answer questions that the Department may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. The meeting should be between representatives of the Design-Build Firm and/or the Design-Build Engineer of Record and District/Central Office staff as needed to provide feedback on the ATC proposal.

**2. Submittal of ATC Proposals**

All ATC submittals must be in writing and may be submitted at any time following the Shortlist Posting but shall be submitted prior to the deadline shown in the Schedule of Events of this RFP.

All ATC submittals shall be sequential numbered and include the following information and discussions:

- a) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;
- b) Usage: The locations where and an explanation of how the ATC would be used on the Project;
- c) Deviations: References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for

approval of such deviations along with suggested changes to the requirements of the RFP which would allow the alternative proposal;

- d) Analysis: An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;
- e) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after construction), environmental impacts, community impacts, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation;
- f) Risks: A description of added risks to the Department or third parties associated with implementation of the ATC;
- g) Quality: A description of how the ATC is equal or better in quality and performance than the requirements of the RFP; and
- h) Operations: Any changes in operation requirements associated with the ATC, including ease of operations;
- i) Maintenance: Any changes in maintenance requirements associated with the ATC, including ease of maintenance;
- j) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC;
- k) \*Handback: Any changes in Handback Requirements associated with the ATC;
- l) \*Project Revenue: A preliminary analysis of potential impacts on Project Revenue;
- m) \*Payments: A preliminary analysis of potential impacts on the Upfront Concession Payment and Annual Lease Payment

\* These submittal requirements will be needed for Public Private Partnership (PPP) Projects only.

### **3. Review of ATC Submittals**

After receipt of the ATC submittal, the District Design Engineer (DDE) will communicate with the appropriate staff (i.e. District Structures Engineer, District Construction Engineer, District Maintenance Engineer, State Structures Engineer, State Roadway Design Engineer, FHWA, as applicable) as necessary, and respond to the Design-Build Firm in writing as to whether the ATC is acceptable, not acceptable, or requires additional information within 14 calendar days of receipt of the ATC submittal. If the DDE or designee determines that more information is required for the review of an ATC, questions should be prepared by the DDE or designee to request and receive responses from the Design-Build Firm. The review should be completed within 14 calendar of the receipt of the ATC submittal. If the review will require additional time, the Design-Build Firm should be notified in advance with an estimated timeframe for completion.

If the ATC will result in changes to design standards or criteria, the changes will need to be approved in accordance with the Department's procedures prior to responding to the Design-Build Firm.

The Project file will clearly document all communications with any Design-Build Firm.

ATC's are accepted by the Department at its discretion and the Department reserves the right to reject any ATC submitted.

The Department will issue an addendum to the RFP subsequent to acceptance of any ATC. Such a change will be approved by FHWA, as applicable. Approved Design Exceptions or Design Variances will result in an addendum to the RFP.

The Department reserves the right to disclose to all Design-Build Firms any issues raised during the ATC meetings, except to the extent that FDOT determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

#### **4. Incorporation into Proposal**

The Design-Build Firm will have the option to include any ATC's to which it received acceptance in their proposal and the Proposal Price should reflect any incorporated ATC's.

By submitting a Proposal, the Design-Build Firm agrees, if it is not selected, to disclosure of its work product to the successful Design-Build Firm, only after receipt of the designated stipend (if applicable) or after award of the contract whichever occurs first.

##### **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:

Refer to ATTACHMENTS that are incorporated into and made a part of this RFP.

##### **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:**

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local

agencies shall be prepared in accordance with their specific regulations. 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. 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. 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 is approved.

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.

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 this project

**G. Survey:**

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished to the District Surveyor in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying Procedure, Topic Nos. 550-030-101; Right-of-Way Mapping Procedure, Topic No. 550-030-015; Aerial Surveying Standards for Transportation Projects Procedure, Topic No. 550-020-002. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code (F.A.C.), pursuant to Section 472.027, Florida Statutes (F.S.) and any special instructions from the Department. This survey also must comply with the Department of Environmental Protection Rule, Chapter 18-5, F.A.C. pursuant to Chapter 177, F.S., and the Department of Environmental Protection.

**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. Plans:**

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review.

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

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

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

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

**90% Component Plans**

- 1 complete set of \*.pdf of documents listed below
- 5 sets of 11" X 17" roadway plans
- 5 sets of 11" X 17" structure plans
- 5 sets of 11" X 17" each component set
- 2 copies of Final Geotechnical Report
- 2 sets of documentation – roadway/drainage
- 2 set of documentation - structures
- 1 copy of Technical Special Provisions (in WORD format for Specs Office review)
- Independent Peer reviewer's comments and comment responses
- 1 set of check prints and certification from QA/QC review

**Final Component Plans**

- 1 complete set of \*.pdf of documents listed below
- 5 sets of 11" X 17" roadway plans
- 5 sets of 11" X 17" structure plans
- 5 sets of 11" X 17" each component set

- 2 sets of final documentation
- 1 signed and sealed copy of Specifications Package
- 2 sets of electronic copies of Technical Special Provisions on CD
- Independent Peer Reviewer's signed and sealed cover letter that all comments have been addressed and resolved.
- 1 set of check prints and certification from QA/QC review

**Construction Set:**

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

Final signed and sealed plans will be delivered to the Department's Project Manager a minimum of fifteen (15) calendar days (excluding Holidays as defined in section 1-3 of the Specifications) prior to construction of that component. The Department's Project Manager will send a copy of a final signed and sealed plans to the appropriate office for review and comment. Once all comments have been satisfactorily resolved as determined by the Department, the Department's Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the Department's Project Manager are valid and all work that the Design-Build Firm performs in advance of the Department's release of Plans will be at the Design-Build Firm's risk.

**Record Set:**

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

- 1 set of 11" X 17" signed and sealed plans
- 2 sets of 11 "X 17" copies of the signed and sealed plans
- 1 sets of final documentation (if different from final component submittal)
- 2 (two) Final Project CD's

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (signed and sealed and certified) the record prints, 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 record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed/sealed by the EOR. The record set shall reflect all changes initiated by the Design-Build Firm or the Department in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

The CEI shall do a review of the record set prior to final acceptance in order to complete the record set.

The CEI shall certify the final plans as per Section 4.5.7 of Chapter 4 of the Preparation and Documentation Manual (TOPIC No. 700-050-010).

**2. Milestones:**

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

will be required.

- Utility Clearance Submittals
- Permits Procurement

**J. Contract Duration:**

The Design-Build Firm shall establish the contract duration for the subject Project. In no event shall the contract duration exceed 600 calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical Proposal and should identify if the work activity durations are based on calendar days or working days. The Proposed Contract Time (PCT) reflected in the schedule may not be amended in the bid proposal. The official PCT will be the one submitted with the Bid Price Proposal.

**K. Project Schedule:**

The Design-Build Firm shall submit a Project schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications), which supports the established contract duration submitted as part of the Proposal. The Design-Build Firm's schedule should allow for a 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 II structures. The review of Category II structures requires Central Office involvement and the schedule shall allow twenty (20) calendar days (excluding weekends and Department observed Holidays) for these reviews.

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

- Saturday of and the Sunday after the University of Florida Home Football games (excluding the homecoming game)
- The Friday before through the Sunday after the University of Florida Homecoming Football game
- The day before through the day after the NHRA Gatornationals

The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Design Submittals
- Design Survey
- Design 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
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Park-and-Ride Design

- Park-and-Ride Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization Design
- Signalization Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

**L. Key Personnel/Staffing:**

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

**M. Meetings and Progress Reporting:**

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

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

During design, the Design-Build Firm shall meet with the Department's Project Manager on a bi-weekly basis and provide a two-week 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, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

**N. Public Involvement:**

**1. General:**

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. A Public Involvement Consultant (PIC) has been hired by the Department to carry out an

exhaustive Public Involvement Campaign and a marketing effort. The Design-Build Firm will continue to be part of the Public Involvement effort but on a limited basis as described below.

**2. Community Awareness:**

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

**3. Public Meetings:**

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

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

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

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information necessary for the PIC to produce display boards, printed material, video graphics, computerized graphics, etc., and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the proposed Project will create. This includes workshops, information meetings, and public hearings.

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

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

The Design-Build Firm shall provide all the support services listed in No. 3 above.

All legal/display ads announcing workshops, information meetings, and public meetings will be prepared and paid for by the PIC.

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

**5. Public Involvement Data:**

The Design-Build Firm is responsible for the following:

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

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

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

**O. Quality Management Plan (QMP):**

**1. Design:**

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

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

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

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

**2. Construction:**

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

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling,

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

Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Laboratory Information Management System (LIMS) in accordance with Section 105 of 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 this project

**R. Schedule of Values:**

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

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

**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 of Transportation policies and procedures. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are available for the MicroStation V8 format in the FDOT CADD Software Suite. However, it is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design-Build Firm will be required to submit final documents and files which shall include complete

CADD design and coordinate geometry files in Intergraph / Micro station format, as described in the above referenced document.

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

**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 testing services in accordance with the latest Specifications. On all Federal Aid Projects, the Department or its representative shall perform verification sampling and testing on site as well as off site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc.

**V. Value Added:**

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

- Roadway features
- Roadway drainage systems,
- Bearings
- Expansion joints
- Approach slabs
- Superstructure
- Substructure
- Structure drainage systems
- Paint systems
- Concrete defects
- Structural steel defects
- And any other products or features the Design-Build Firm desires.

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

**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. Use of Department Owned Right of Way**

Use of Department owned Right of Way by the Design-Build Firm for the purpose of equipment or material storage, lay-down facilities, pre-cast material fabrication sites, batch plants for the production of asphalt, concrete or other construction related materials, etc. shall require advance approval by the Department. Use of Department owned Right of Way by the Design-Build Firm for these purposes is expressly limited to the Project(s) referenced in this RFP.

**Y. Design Issue Escalation:**

The Department has established the issue escalation process for design questions and conflict resolution that the Design-Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the Department Project Manager. If the issue cannot be resolved at this level the Department Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Design Engineer, followed by the Director of Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three (3) calendar days (excluding weekends and Department observed holidays), to answer, resolve or address the issue. The three (3) calendar day (excluding weekends and Department observed holidays) period is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Department Project Manager will respond in a timely manner but not to exceed three (3) calendar days (excluding weekends and Department observed holidays). The Design-Build Firm shall provide any available supporting documentation.

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

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

**Z. Construction Clarification, Conflict Resolution, and Issue Escalation:**

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

- If the resolution does not change the original intent of the technical proposal/RFP, then the Design-Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the District Resident Engineer will be responsible for review and response within ten (10) calendar days (excluding weekends and Department observed holidays). The District Resident Engineer will either concur with the proposed solution or,

if the District Resident Engineer has concerns, the issue will be escalated as described in the process below.

- If the resolution does alter the original intent of the technical proposal/RFP then the EOR will develop the proposed solution, copy it to the District Resident Engineer, and send it to the District Construction Office for review and response through the Department Project Manager. The District Construction Office will respond to the proposed solution within ten (10) calendar days (excluding weekends and Department observed holidays). The District Construction Office will either concur with the proposed solution or, if the District Resident Engineer has concerns, the issue will be escalated as described in the process below. Changes to the original intent of the technical proposal/RFP will require a contract change order and FHWA approval.
- The Department has established the issue escalation process for construction questions and conflict resolution that the Design-Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the Department Project Manager. If the issue cannot be resolved at this level the Department Project Manager shall forward the issue to the next level in the process. The escalation process begins with the District Construction Engineer, followed by the Director of Transportation Operations, and finally to the District Secretary. Each level shall have a maximum of three (3) calendar days (excluding weekends and Department observed holidays) to answer, resolve or address the issue. The three (3) calendar day (excluding weekends and Department observed holidays) period is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Department Project Manager will respond in a timely manner but not to exceed three (3) calendar days (excluding weekends and Department observed holidays). The Design-Build Firm shall provide any available supporting documentation.

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

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

## **VI. Design and Construction Criteria.**

### **A. General:**

The Design-Build Firm shall be responsible for: detailed plan checking as outlined in the Plans Preparation Manual (PPM); as described in the RFP; and the Design and Construction criteria package. This includes a checklist of the items listed in the PPM for each completed phase submittal. Bridge submittals may be broken into foundation, substructure, superstructure, approach spans and main channel spans. Roadway submittals may be broken down into grading, drainage, walls, ITS, signing & pavement marking, signalization, landscaping and final geometry components. The component design must be in conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Technical Proposal.

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

Prior to submittal to the Department, all Category II bridge plans shall have a peer review analysis in accordance with PPM Volume 1 Chapter 26.

All design and construction documents shall be prepared using the English system.

## **B. Geotechnical Services**

### **Driven Pile Foundations for Bridges and Major Structures**

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455- 2.4. Before the resistance factors for static/statnamic load testing may be used for pile foundations in any of the following areas of the Project, a minimum number of successful load tests must be performed in representative locations of that area.

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

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. The Department may observe the installation of test piles and all pile testing.
6. Preparing and submitting Pile Installation Plan for Department's acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
11. Submitting Foundation Certification Packages.
12. Providing safe access, and cooperating with the Department in verification of the piles, both during construction and after submittal of the certification package.

### **Drilled Shaft Foundations for Bridges and Miscellaneous Structures**

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than

the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of successful load tests must be performed in representative locations of that area:

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

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

### **Spread Footings Foundations**

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

1. Evaluating geotechnical conditions and designing the spread footing.
2. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
3. 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**

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

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

### **C. 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. 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.
3. Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project. Reviewing, approving, signing and coordinating the implementation of all Utility Work Schedules.
6. Resolving utility conflicts.
7. Obtaining and maintaining all appropriate Sunshine State One Call Tickets.
8. 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.
9. Providing periodic Project updates to the Department Project Manager and District Utility Office as requested.
  10. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs.

The following UA/O's have been identified by the Department as having facilities within the Project corridor which may be impacted by the Project. Also provided below is a determination made by the Department as to the eligibility of reimbursement for each potentially impacted UA/O identified herein.

UA/O	Eligible for Reimbursement (Y/N)
City of Alachua	Y
Clay Electric	Y
Windstream	Y
Gainesville Regional Utilities	Y
Cox Cable	Y

**City of Alachua Utility:**

- Scope of work is located in Appendix I.

**D. 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:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the Department and FHWA on Federal Aid Oversight Projects.

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

These packages shall include the following:

1. **Typical Section Package:**
  - Transmittal letter
  - Location Map
  - Roadway Typical Section(s)
    1. Minimum milling depth
    2. Minimum lane, shoulder, median widths
    3. Slopes requirements

- Data Sheet
- Design Speed

2. **Pavement Design Package:**

- Pavement Design
  1. Minimum design period
  2. Minimum ESAL's
  3. Minimum design reliability factors
  4. Roadbed resilient modulus
  5. Minimum structural asphalt thickness
  6. Cross slope
  7. Identify the need for modified binder
  8. Pavement coring and evaluation

3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and storm water 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.

- Identification and provision for permitting and stormwater management in accordance with the FDOT's criteria and to meet State water quality and quantity standards within the Department's existing Right-of-Way.

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

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

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

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

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

**E. Geometric:**

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

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

The Horizontal layouts shall be in accordance with the alignments provided in Appendix A or an approved Alternative Technical Concept (ATC) as described in Section V.B. of this RFP.

**F. Design Documentation, Computations and Quantities:**

The Design-Build Firm shall submit to the Department design notes 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 notes and calculations shall include, but not be limited to the following data:

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

**G. 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 Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% bridge plans.
- c. The Design-Build Firm shall "Load Rate" all bridges in accordance with the Department Procedure 850-010-035 and the Structures Manual. The bridge load rating shall be submitted to the Department for review with the 90% superstructure submittal. The as-bid load rating (based on the 90% design plans) shall be provided to the Department before any traffic is placed on the bridge. The as-bid load rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida. A final, signed and sealed copy of the Bridge Load Rating, updated for the as-built conditions shall be submitted to the Department's Project Representative and the District Structures Maintenance Engineer with the as-built bridge plans.
- d. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of ways.
- e. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falseworks systems, etc.) to ensure compliance with the contract plan requirements and intent.

## 2. Criteria

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

- a. All plans and designs are to be prepared in accordance with AA SHTO LRFD Bridge Design Specifications, Department Standard Specifications, Structures Manual, Plans Preparation Manual, Department Standard Drawings, Supplemental Specifications, Special Provisions, and directions from the State Structures Design Engineer, Temporary Design Bulletins, Structures Design Office and / or District Structures Design Engineer.
- b. Bridge Widening: In general, match the existing as per the Department Structures Manual.
- c. Critical Temporary Retaining Walls: Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required

during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

#### **H. Specifications:**

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

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

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

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

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

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

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

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

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

#### **I. Shop Drawings:**

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be in conformance with the Department's Plans Preparation Manual when submitted to the Department and shall be the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. The Department shall review the Shop Drawing(s) to

evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Departments procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Departments review is not meant to be a complete and detailed review. Upon review of the shop drawing, the Department will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

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

**J. Sequence of Construction:**

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

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

**K. 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 PPM and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. This SWPPP shall be submitted along with 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**) at least 15 calendar days (excluding Holidays as defined in Section 1-3 of the Specifications) prior to beginning construction activities.

**L. Temporary Traffic Control Plan:**

**1. Traffic Control Analysis:**

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

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

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

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

1. A Project that, alone or in combination with other concurrent Projects nearby, is anticipated to cause sustained work zone impacts.
2. All Interstate system Projects within the boundaries of a designated Transportation Management Area (TMA) that occupy a location for more than three days with either intermittent or continuous lane closures shall be considered as significant Projects.

For significant Projects a TMP will consist of three components:

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

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

## 2. Temporary Traffic Control Plans:

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

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

## 3. Traffic Control Restrictions:

There will be NO LANE CLOSURES ALLOWED between the hours of **6:00 AM** to **8:00 PM** on I-75 and US 441. A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the District Two 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 or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project at any time so as to minimize potential impacts to the following events:

- Saturday of and the Sunday after the University of Florida Home Football games (excluding the homecoming game)
- The Friday before through the Sunday after the University of Florida Homecoming Football game
- The day before through the day after the NHRA Gatornationals

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

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permitable. 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 permit 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 time extension. As the permittee, FDOT is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

If, as a result of design changes proposed by the Design-Build Firm, additional environmental mitigation is required, it shall be the responsibility of the Design-Build Firm to pay for the mitigation.

The Design-Build Firm shall be responsible for an assessment of all potential gopher tortoise habitats that could be impacted by the Project. The Department must verify the completeness and accuracy of the assessment. The habitat will be systematically surveyed according to the current guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). If gopher tortoise burrows are found, all practicable measures will be employed to avoid impacts. 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 conspecifics from burrows which cannot be avoided. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office.

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.

**N. Signing and Pavement Marking Plans:**

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

**O. Lighting Plans:**

The Design-Build Firm shall prepare lighting plans in accordance with Department criteria. The eight (8) existing weathering steel High Mast light poles on the north side of US 441 shall be removed and replaced with galvanized steel High Mast light poles. The Design-Build Firm shall design and construct conventional lighting for Ramp A and the Park-and-Ride facility.

**P. Signalization Plans:**

The Design-Build Firm shall prepare Signalization plans in accordance with Department criteria. Signalization improvements at the I-75 SB off-ramp/US 441 intersection shall accommodate the new intersection configuration as depicted in Appendix D and shall include all components necessary to provide appropriate vehicular and pedestrian signalization in accordance with Department criteria.

## VII. Technical Proposal Requirements.

### A. General:

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

### B. Submittal Requirements:

The Technical Proposal shall be bound with tabs labeled for each separate Section with the information, paper size and page limitation requirements as listed below:

Submit one (1) original, five (5) hard copies of the original and five (5) CDs that contain the entire Technical Proposal in PDF format and must include Bookmarks for each Section. No macros will be allowed.

The maximum number of pages for the Technical Proposal shall be ten (10) typed pages. This page limitation does not include Section 6 Schedule, Section 7 Design Support Documents and Section 8 Preliminary Plans. Paper size shall be 8½" x 11" and shall be typed in not less than ten (10) font. Times New Roman shall be the required font type. Additional larger charts and graphs may be provided if folded neatly to 8½" x 11" but will count as 2 pages.

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

Florida Department of Transportation District Two  
Attention: Patsy Elkins  
District Contract Office, MS 2015  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

The minimum information to be included:

#### Section 1: Summary of Preliminary Plans

The Design-Build Firm shall present a summary of how their Preliminary Plans address all significant design and construction issues and constraints. Any specialized materials, equipment, construction schemes or techniques required to implement the Preliminary Plans shall be discussed. Specific areas to be addressed include: Roadway, Park-and-Ride, retaining wall, drainage and stormwater pond construction, Utilization of Defined Right-of-Way and Accommodation, Relocation and/or Protection of Existing Utilities.

#### Section 2: Design

Describe General Design Elements including, but not limited to:

- Ramp Design
- Roadway Design, including the improvements at the I-75 SB off-ramp/US 441 intersection
- Park-and-Ride Facility Design
- Structure (Retaining Wall and Miscellaneous Structures) Design
- Signing and Pavement Markings, Signalization, and Lighting
- Design coordination and plans preparation schedule

- Construction coordination plan minimizing design changes
- Design considerations that will reduce the intensity and duration of noise and vibrations
- Utility coordination plan
- City of Alachua Utility design
- Geotechnical investigation plan and geotechnical services

### **Section 3: Maintenance of Traffic**

The Design/Build Firm shall provide an efficient and comprehensive Maintenance of Traffic (MOT) plan that clearly describes all phases of the project. The plan shall include a narrative of the phasing, and any schematics necessary to illustrate the MOT concept. The minimum number of lanes and movements as per the RFP must be maintained at all times. Thoroughly detail strategies

### **Section 4: Construction Methods**

Discuss proposed means and methods for construction of roadway and structures elements. Thoroughly address construction methods that:

- Minimize disruption to traffic
- Mitigate impacts to other projects
- Reduce cost
- Provide worker and public safety
- Exceed minimum material requirements to enhance durability of structural components
- Minimize impacts to adjacent business and property owners
- Minimize conflicts with utilities
- Minimize visual, noise, vibration and dust impacts
- Minimize and/or avoid environmental impacts

### **Section 5: Value Added**

Describe all Value Added Project Features that will be provided by the Design/Build Firm. The minimum information to be included shall be in accordance with Section V, Project Requirements and Provisions for Work.

### **Section 6: Schedule**

Provide a comprehensive and logical Critical Path Method (CPM) schedule that minimizes contract duration. A CPM schedule is required for the project. Proposed Contract Time shall be provided in the Technical Proposal. Proper attention should be provided to the project's critical path elements. Project schedule logic shall include all anticipated major milestones, phasing of associated activities, and coordination efforts. In addition, the project schedule shall separate and clearly identify activities associated with the project or approved ATC. Identify if the Schedule is based on Calendar or Working Days. The proposed schedule shall not exceed the Maximum Allowable Contract Time of 600 calendar days. In addition, the Design/Build Firm's schedule shall allow for the specified Department or third party review time (as per Section V.K, Project Schedule) for each document or design component submittal or re-submittal. Failure to provide this Department or third party review time in the project schedule may deem the proposal non-responsive. The minimum information to be included in the summary CPM schedule of anticipated major milestones and their associated phasing shall be in accordance with Section V, Project Requirements and Provisions for Work.

### **Section 7: Design Support Documents**

- Paper size: 8½" x 11"

Technical Special Provisions which apply to the work in the Proposal shall be identified. Technical Special Provisions shall be written only for those items not addressed by the Department's Standard Specifications.

The Design-Build firm shall be prepared to submit to the Department during the Technical Proposal Evaluation phase any calculations, studies and/or research to support features identified in the Technical Proposal and detailed in Section 5., Preliminary Plans.

### **Section 8: Preliminary Plans**

- Paper size: 11" x 17". Plan and Profile views of the proposed improvements may be submitted in roll-plot format. The maximum width of the roll-plots shall be 36".

The minimum information to be included in the preliminary plans is as follows:

#### **Roadway**

- Project Limits
- Typical Sections
- Horizontal alignment (with stationing along alignment)
- Park-n-Ride configuration and layout
- Retaining wall and miscellaneous structure locations
- Major topographic features
- Ramp A Proposed vertical profile
- Ramp A cross sections at 100' intervals
- Survey controls and bench marks
- Connections to existing roadway and pavement and driveway removal
- Utility provisions
- Maintenance of traffic provisions
- Design Variations and Exceptions documentation
- Technical Special Provisions

#### **Structures**

- General Notes
- Plan and elevation
- Proposed type of structures and retaining walls system with Begin/End stations
- Proposed Foundation Types and Location (including High Mast lighting and other miscellaneous structures)
- Proposed Foundation Testing requirements
- Basic material properties (concrete strengths, classifications)
- Cross section of proposed structure showing type, size and locations of structural elements
- Aesthetic details
- Technical Special Provisions

### **C. Evaluation Criteria:**

The Technical Review Committee shall evaluate the written Technical Proposal by each Design-Build Firm. The Design-Build Firm should not discuss or reveal elements of the price proposal in the written

proposals. A technical score for each Design-Build Firm will be based on the following criteria:

	<b>Item</b>		<b>Value</b>
1.	Design	30	
	2. Maintenance of Traffic		10
	3. Construction Methods		30
4.	Value Added	5	
5.	Schedule	5	
	<b>Maximum Score</b>		<b>80</b>

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

### 1. Design

Credit will be given for the quality of the following elements including, but not limited to:

- Design coordination and plans preparation schedule
- Construction coordination plan minimizing design changes
- Structures and retaining wall design
- Park-and-Ride facility design
- Design considerations that will reduce the intensity and duration of noise and vibrations
- City of Alachua Utility design
- Geotechnical investigation plan and geotechnical services required

Credit will be given for a design that minimizes periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, access to lighting system, type of construction materials and quality of construction materials. Credit will be assigned for exceeding minimum material requirements to enhance durability of structural components. Aesthetics will be considered in the geometry, economy, and appropriateness of structure type, structure finishes, shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc., will not be considered as primary aesthetic treatments.

### 2. Maintenance of Traffic

Credit will be given for a MOT scheme that minimizes disruption of roadway traffic and promotes safety of the traveling public and workers. This shall include, but not be limited to: minimization of lane closures, lane widths, visual obstructions, drastic reductions in speed limits, and maintaining access to adjacent businesses and property owners.

### 3. Construction Methods

Credit will be given for construction methods that:

- Mitigate impacts to other projects and to adjacent facilities
- Reduce cost
- Provide worker safety
- Exceed minimum material requirements to enhance durability of structural components
- Minimize impacts to business and property owners
- Minimize impacts to utilities
- Minimize visual, noise, vibration and dust impacts
- Minimize and/or avoid environmental impacts and ensuring that all environmental and other project commitments are honored.

### 4. Value Added

Credit will be given for the extent of the Value Added coverage. This area will be assessed based on additional features above the requirements of the RFP, which may include items such as adding time to

warranty period, varying the threshold limits, varying the degrees of distress associated with each evaluated item, among others.

#### 5. Schedule

Credit will be given for a comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.

#### D. Final Selection Formula:

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

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

BPP = Bid Price Proposal

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

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

#### E. Final Selection Process:

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

#### F. Stipend Awards:

The Department has elected to pay a stipend to a limited number of non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$26,250 per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Department reserves the right, upon payment of

stipend, to use any of the concepts or ideas within the Technical Proposals, as the Department deems appropriate.

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

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

## **VIII. Bid Proposal Requirements.**

### **A. Bid Price Proposal:**

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project and the number of calendar days within which the Proposer will complete the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of that portion 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 and two (2) digital copies of the Price Proposal shall be hand delivered in a separate sealed package to the following:

Florida Department of Transportation District Two  
Attention: Patsy Elkins  
District Contract Office, MS 2015  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

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