

**DRAFT**



*Florida Department of Transportation  
District Five*

**DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
SR 50 over Econlockhatchee River  
Bridge Replacement  
Orange County, Florida**

**Financial Project Number(s): 433607-1-52-01  
Federal Aid Project Number(s): N/A  
Contract Number: E5W31**

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## **ATTACHMENTS (VOLUME I)**

The Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

- Project Advertisement
- Division I Design-Build Specifications
- Geotechnical Services Requirements/Specifications
  - Contractor Quality Control General Requirements (SP1050813DB)
  - Structures Foundations (SP4550000DB)
- Value Added Specifications
  - Section 475, Value Added Bridge Component
  - Section 725, Value Added Highway Lighting System
- Right of Way Maps
- TIITF Easement Information

## **REFERENCE DOCUMENTS (VOLUME II)**

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.

- Geotechnical Information
- Pavement Information
- Permit Information
- Environmental Documents
- Advance Utility Coordination Information
- Existing Roadway Plans
- Existing Bridge Plans
- Existing Bridge Inspection Reports
- Adjacent Project Plans
- 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 replacement of the SR 50 (E. Colonial Drive) bridges over the Econlockhatchee River (Existing Bridge Nos. 750013 & 750169) in Orange County, Florida.

Any changes to requirements of this RFP by a Design-Build Firm must be approved by the Department through the Alternative Technical Concept (ATC) Proposal process, as described herein, prior to the information cut-off date. 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 Criteria for the ultimate condition as outlined in Section VI.E.e.**

### **Description of Work**

For clarity in communication, the following project/work description is broken down as follows:

- Overview
- Roadway
- Structures
- Removal of Existing Structures
- Drainage
- Geotechnical
- Traffic Control
- Utilities
- Right of Way
- Permitting and Environmental
- Signing & Pavement Markings
- Signalization
- Lighting

### **Overview**

The scope of work includes all investigation, design, permitting, coordination, final approved construction documents, and construction activities necessary for the replacement of the existing SR 50 bridges over the Econlockhatchee River and additional improvements specified herein. The existing two-lane bridges will be replaced with a structure (or structures) providing adequate width for three travel lanes, bicycle lanes, and pedestrian accommodations in each direction. The structure(s) will be striped appropriately to provide two travel lanes in each direction at the completion of the project, with the ability to restripe the structure(s) in the future to provide three travel lanes in each direction when the adjacent SR 50 is widened to six lanes. The project also includes resurfacing existing SR 50 from east of Avalon Park Blvd. to Masood Lane to accommodate restriping for bike lanes and lighting the entire length of the project, including the new structure(s). The anticipated project limits extend from approximately 600 feet east of Avalon Park Blvd. (Section 75060, MP 14.4) to approximately Masood Lane (Section 75060, MP 16.0). The following sections describe the general work scope of the project. Additional requirements are listed in this RFP and the Volume I Appendices.

**The Department has not produced preliminary Concept Plans for this project.**

### **Roadway**

The Design-Build Firm shall design and construct the following roadway improvements:

- Perform full reconstruction, widening, and/or milling and resurfacing on SR 50 (E. Colonial Drive) within the specified limits.
- Construct new roadway approaches to connect the proposed structure(s) to SR 50.

### **Structures**

The Design-Build Firm shall design and construct the replacement of existing Bridge Nos. 750013 and 750169 over the Econlockhatchee River. Proposed bridge numbers 750848 (SR 50 WB over Econlockhatchee River) and 750849 (SR 50 EB over Econlockhatchee River) have been assigned, but are not intended to convey a required design configuration.

Retaining walls and miscellaneous structures shall be constructed as required by design.

The Design-Build Firm shall develop a Bridge Hydraulic Report for the proposed structure(s).

### **Removal of Existing Structures**

The Design-Build Firm shall be responsible for removal and disposal of the existing bridges. No demolition material shall be discharged into the waterway or disposed of onsite. No blasting shall be used to demolish the existing bridges.

### **Drainage**

The Design-Build Firm shall be responsible for drainage and storm water treatment design meeting all project requirements. All systems will be designed to meet the typical and customary FDOT standard level of maintenance.

### **Geotechnical**

The Department, under separate contract, has produced soil borings. The soil borings are included in Volume II of this RFP and are supplied to the Design-Build Firm for information purposes only. The Design-Build Firm is responsible for its own geotechnical investigation, reporting, and implementation.

### **Traffic Control**

The Design-Build Firm will be responsible for developing an acceptable Traffic Control Plan (TCP) and executing it accordingly.

### **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 minimize and, to the greatest extent possible, avoid impacts to existing utilities within the project limits.

### **Right of Way**

Right of way maps are included in the Volume I attachments. All construction activities shall be performed from within the existing right of way unless the Design-Build Firm proposes additional right of way acquisition and the additional right of way is successfully acquired by the Department. Should the Design-Build Firm propose additional right of way acquisition, the provisions of Section V.Y of this RFP shall apply.

Information regarding the existing Trustees of the Internal Improvement Trust Fund (TIITF) easement is contained in the Volume I attachments.

### **Permitting and Environmental**

The Design-Build Firm shall be responsible for all permitting in accordance in Section VI.M of this RFP. No environmental permits have been obtained by the Department for this project.

Asbestos-containing material surveys have been performed for the existing bridges (Bridge Nos. 750013 & 750169) and are provided as attachments to the Level 1 Contamination Screening Evaluation Report located in the Environmental Documents in Volume II for informational purposes only. The bridges have been identified as having asbestos-containing material. The Design-Build Firm shall be responsible for complying with the requirements of FDOT Topic No. 625-020-020, "Asbestos on Bridges" and Special Provision 110-6.6 (SP1100606) of the Specifications.

### **Signing & Pavement Markings**

The Design-Build Firm will be responsible for developing an acceptable signing & pavement marking plan and executing it accordingly.

### **Signalization**

The Design-Build Firm will be responsible for developing an acceptable Signalization plan and executing it accordingly. The Portable Traffic Monitoring Site (PTMS) #750561 located at approximately MP 15.1 on SR 50 will be impacted and will need to be considered as a part of the proposed roadway improvements.

### **Lighting**

The Design-Build Firm shall be responsible for developing an acceptable lighting plan in accordance with Department guidelines. Conventional lighting, including structure mounted lighting where necessary, shall be provided throughout the entire length of the project.

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

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

The Design-Build Firm shall coordinate all utility relocations.

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

The Design-Build Firm shall be responsible for reviewing the approved Environmental Document of the PD&E Study.

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

The Design-Build Firm may propose changes which differ from the approved Interchange 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 VI.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 Project specific information and/or functions as outlined in this document.

In accordance with 23 CFR 636.109 of the FHWA, in a Federal Aid project, the Department shall have

oversight, review, and approval authority of the permitting process.

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

## II. Schedule of Events.

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

Date	Event
January 16, 2014	Advertisement
February 5, 2014	Expanded Letters of Interest for Phase I of the procurement process due in District Office by 5:00 pm local time
March 3, 2014	Proposal Evaluators submit Expanded Letter of Interest Scores to Contracting Unit 12:00 pm local time
March 6, 2014	Contracting Unit provides Expanded Letter of Interest scores and Proposal Evaluators comments to Selection Committee 8:15 am local time
March 10, 2014	Public Meeting of Selection Committee to review and confirm Expanded Letter of Interest scores 8:15 am local time
March 10, 2014	Notification to Responsive Design-Build Firms of the Expanded Letter of Interest scores 12:00 pm local time
March 12, 2014	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
March 12, 2014	Shortlist Posting 4:00 pm local time
March 17, 2014	Final RFP provided to Design-Build Firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process
March 24, 2014	Mandatory Pre-Proposal Meeting at 9:00 am local time at: Florida Department of Transportation, District 5 Complex 719 South Woodland Boulevard, DeLand, FL 32720 <b>All impacted Utility Agency/Owners are to be invited to the mandatory Pre-Proposal meeting.</b>
March 24, 2014	Utility Pre-Proposal Meeting facilitated by the District Utility Engineer at 9:00 am local time at: Florida Department of Transportation, District 5 Complex 719 South Woodland Boulevard, DeLand, FL 32720
March 31, 2014	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1
April 7, 2014	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1
April 14, 2014	One-on-One Alternative Technical Concept Discussion Meeting No. 1.

	60 Minutes will be allotted for this Meeting.
April 14, 2014	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2
April 21, 2014	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-one Alternative Technical Concept Discussion Meeting No. 2
April 28, 2014	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 60 Minutes will be allotted for this Meeting.
May 12, 2014	Deadline for submittal of Alternative Technical Concept Proposals 5:00 pm local time.
May 12, 2014	Final deadline for submission of requests for Design Exceptions or Design Variations 5:00 pm local time.
May 26, 2014	District Design Engineer completes review of Alternative Technical Concepts and notifies Design-Build Firms.
June 9, 2014	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
June 14, 2014	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.
June 16, 2014	Technical Proposals due in District Office by 2:30 pm local time.
June 16, 2014	Deadline for Design-Build Firm to “opt out” of Technical Proposal Page Turn meeting.
June 23, 2014	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
July 21, 2014	Question and Answer Session. Times will be assigned during the Pre-Proposal Meeting. One hour will be allotted for questions and responses.
July 28, 2014	Deadline for submittal of Written Clarification letter following Question and Answer Session 5:00 pm local time.
July 28, 2014	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
August 2, 2014	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
August 4, 2014	Price Proposals due in District Office by 2:30 pm local time.
August 4, 2014	Public announcing of Technical Scores and opening of Price Proposals at 2:30 pm local time at: Florida Department of Transportation, District 5 Complex 719 South Woodland Boulevard, DeLand, FL 32720
August 11, 2014	Public Meeting of Selection Committee to determine intended Award
August 29, 2014	Posting of the Department’s intended decision to Award
September 2, 2014	Anticipated Award Date
September 15, 2014	Anticipated Execution Date

### III. Threshold Requirements.

#### A. Qualifications

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

**B. Joint Venture Firm**

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

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

**C. Price Proposal Guarantee**

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

**D. Pre-Proposal Meeting**

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

<https://www3.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>

**E. Technical Proposal Page-Turn Meeting**

The Department will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting.

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

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

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

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

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

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

Any person who is adversely affected by the specifications contained in this Request for Proposal must file a notice of intent to protest in writing within seventy-two hours of the posting of this Request for Proposal. Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms,

conditions, and specifications contained in a solicitation and will file a formal written protest within ten days after the filing of the notice of protest. The formal written protest shall be filed within ten days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest to:

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

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

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

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

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

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

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

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

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

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and

Construction Criteria. The Department, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.

3. In no event will any such elections by the Department be deemed to be a waiving of the Design and Construction Criteria.
4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Department policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided, including any mitigation not already provided by the Department.
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 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.

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.

##### **B. DBE Supportive Services Providers:**

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

##### **C. Bidders Opportunity List:**

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

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

#### **V. Project Requirements and Provisions for Work.**

##### **A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Department, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current

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

1. Florida Department of Transportation Roadway Plans Preparation Manuals (PPM)  
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
2. Florida Department of Transportation Design Standards  
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<http://www.dot.state.fl.us/specificationoffice/Default.shtm>
4. Florida Department of Transportation Surveying Procedure  
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf>
5. Florida Department of Transportation EFB User Handbook (Electronic Field Book)  
[http://www.dot.state.fl.us/surveyingandmapping/doc\\_pubs.shtm](http://www.dot.state.fl.us/surveyingandmapping/doc_pubs.shtm)
6. Florida Department of Transportation Drainage Manual  
<http://www.dot.state.fl.us/rddesign/Hydraulics/ManualsandHandbooks.shtm>
7. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>
8. Florida Department of Transportation Structures Manual  
<http://www.dot.state.fl.us/structures/DocsandPubs.shtm>
9. Florida Department of Transportation Current Structures Design Bulletins  
<http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<http://www.dot.state.fl.us/ecso/downloads/publications/Manual/default.shtm>
11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook  
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
12. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards  
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
13. Instructions for Design Standards  
<http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf>

14. AASHTO – A Policy on Geometric Design of Highways and Streets  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=110](https://bookstore.transportation.org/collection_detail.aspx?ID=110)
15. MUTCD - 2009  
<http://mutcd.fhwa.dot.gov/>
16. Safe Mobility For Life Program Policy Statement  
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf>
17. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm>
18. Florida Department of Transportation Americans with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure  
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>
19. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm>
20. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
21. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm>
22. Florida Department of Transportation Utility Accommodation Manual  
<http://www.dot.state.fl.us/specificationsoffice/utilities/UAM.shtm>
23. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
24. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>
25. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>
26. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>
27. Florida Department of Transportation Right of Way Manual  
<http://www.dot.state.fl.us/rightofway/Documents.shtm>
28. Florida Department of Transportation Traffic Engineering Manual  
<http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm>
29. Florida Department of Transportation Intelligent Transportation System Guide Book  
[http://www.dot.state.fl.us/TrafficOperations/Doc\\_Library/Doc\\_Library.shtm](http://www.dot.state.fl.us/TrafficOperations/Doc_Library/Doc_Library.shtm)
30. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications  
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
31. AASHTO Guide for the Development of Bicycle Facilities  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=116](https://bookstore.transportation.org/collection_detail.aspx?ID=116)

32. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).  
[http://www.fhwa.dot.gov/engineering/hydraulics/library\\_arc.cfm?pub\\_number=17](http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17)
33. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways  
<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>
34. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm>
35. Florida Department of Transportation Driveway Information Guide  
<http://www.dot.state.fl.us/planning/systems/sm/accman/pdfs/driveway2008.pdf>
36. AASHTO Highway Safety Manual  
<http://www.highwaysafetymanual.org/Pages/default.aspx>
37. Florida Statutes  
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

**B. Innovative Aspects:**

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

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

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

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. Any deviation from the RFP that the Design-Build Firm seeks to obtain approval prior to Technical Proposal submission is, by definition, an ATC. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the Department. ATC Proposals which reduce scope, quality, performance, or reliability should not be proposed. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the RFP.

The Department will keep all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law, with few exceptions. Although the Department will issue an addendum for all ATC Proposals contained in the list below, the Department will endeavor to maintain confidentiality of the Design-Build Firm's specific ATC proposal. Prior to approving ATCs which would result in the issuance of an Addendum as a result of the item being listed below, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals. Any approved ATC Proposal related to following requirements described by this RFP shall result in the issuance of an Addendum to the RFP:

- **Pavement Design Package Parameters (Section VI.D)**

The following requirements described by this RFP may be modified by the Design-Build Firm provided they are presented in the One-on-One ATC discussion meeting and submitted to the Department for review and approval through the ATC process described herein. The Department may deem a Proposal

Non-Responsive should the Design-Build Firm include but fail to present and obtain Department approval of the proposed alternates through the ATC process. Department approval of an ATC proposal that is related to the items listed below will NOT result in the issuance of an Addendum to the RFP.

- **Restriction on the Use of Prestressed Concrete Slabs (Section VI.G)**

**And all other items not specifically in the addendum required list above**

**2. One-on-One ATC Proposal Discussion Meetings**

One-on-One 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. Each Design-Build Firm with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Design-Build Firm shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of ATC proposals to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATCs to be discussed but it should be sufficiently comprehensive to allow the Department to identify appropriate personnel to participate in the One-on-One ATC discussion meetings. The purpose of the One-on-One 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. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Department will advise the Design-Build Firm as to the following related to the ATC proposals which were discussed:

- The Proposal meets the criteria established herein as a qualifying ATC Proposal; therefore an ATC Proposal submission IS required, or
- The Proposal does not meet the criteria established herein as a qualifying ATC proposal since the Proposal is already allowed or contemplated by the original RFP; therefore an ATC Proposal submission is NOT required.

**3. 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 are required to be on roll plots or plan sheets and shall be sequentially 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;
- 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;

#### **4. Review and Approval of ATC Submittals**

After receipt of the ATC submittal, the District Design Engineer (DDE), or designee, 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 days 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.

Approved Design Exceptions or Design Variations required as part of an approved ATC submittal will result in the issuance of an addendum to the RFP notifying all Shortlisted Design-Build Firms of the approved Design Exception(s) or Design Variation(s). Such a change will be approved by FHWA, as applicable. Prior to approving ATC's which would result in the issuance of an Addendum as a result of a Design Exception and/or Design Variation, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals.

The Department reserves the right to disclose to all Design-Build Firms, via an Addendum to the RFP, any errors of the RFP that are identified during the One-on-One ATC meetings, except to the extent that the Department determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

ATC's are accepted by the Department at the Department's discretion and the Department reserves the right to reject any ATC submitted. The Department reserves the right to issue an Addendum to the RFP based upon a previously denied ATC Proposal, without regard to the confidentiality of the denied ATC Proposal.

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

## **5. Incorporation of Approved ATC's into the Technical Proposal**

The Design-Build Firm will have the option to include any Department Approved ATCs in the Technical Proposal. The Proposal Price should reflect any incorporated ATCs. All approved ATCs that are incorporated into the Technical Proposal must be clearly identified in the Technical Proposal Plans and/or Roll Plots. The Technical Proposal shall also include a listing of the incorporated, approved ATCs.

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:**

No Department commitments have been identified at this time.

### **E. Environmental Permits:**

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

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

#### **2. Permits:**

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

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the Department is responsible for reviewing, approving, and

signing the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy of any and all correspondence with any of the environmental permitting agencies shall be sent to the District Environmental Permits Office. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the agencies.

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

If any permit applications completed by the Design-Build Firm result in wetland impacts that require mitigation, the Design-Build Firm shall be responsible for providing to the Department an update on the amount and type of wetland impacts as soon as the impacts are anticipated (including temporary impacts and/or any anticipated impacts due to construction staging or construction methods). The Department will direct the use of a mitigation site, private mitigation bank or the use of the water management district per 373.4137 F.S. The Department has purchased mitigation credits for this project in advance from an in-basin mitigation bank. These credits may also be used for any impacts related to Riparian Habitat Protection Zones (RHPZ). Any mitigation costs for wetland or RHPZ impacts that exceed 2.4 UMAM credits shall be the responsibility of the Design-Build Firm. If the Department directs use of a private mitigation bank, the Design-Build Firm shall pay the appropriate fee directly to the bank. If the Department directs use of 373.4137, F.S., the Design-Build Firm shall provide appropriate funds to the Department at the time of permit issuance and the Department will then transfer the mitigation funds to the St. Johns River Water Management District (SJRWMD).

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

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

**F. 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, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

**G. 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.

**H. 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 1 and 2 bridges are limited to the following component submittals: foundation, substructure, and superstructure. Submittals for Category 2 bridges may be further broken down into approach and main spans. 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 1 and 2 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 2 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**

- 2 CDs containing a complete set of PDF files of all documents listed below
- 2 sets of 11" X 17" roadway plans
- 2 sets of 11" X 17" structure plans
- 2 sets of 11" X 17" each component set
- 2 copies of Final Geotechnical Report
- 2 copies of Final Bridge Hydraulic Report
- 2 sets of documentation – roadway/drainage
- 2 sets of documentation – structures
- 2 copies of Specifications with Workbook
- 2 copies of Technical Special Provisions
- 2 original Signed and Sealed Bridge Load Rating Reports, including Load Rating Summary Form (Excel format) and Load Rating Summary Details Sheet (CADD)
- 2 sets of Independent Peer reviewer's comments and comment responses

### **Final/100% Component Plans**

- 2 CDs containing a complete set of PDF files of all documents listed below
- 2 sets of 11" X 17" roadway plans
- 2 sets of 11" X 17" structure plans
- 2 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**

The Design-Build Firm shall provide a list of all changes made to the Plans or Specifications that were not directly related to the 90% Plans review comments. Significant changes (as determined by the Department) made as a part of the 100% submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to the Released for Construction plan set.

### **Construction Set:**

- 1 set of 11"X 17" signed and sealed construction plans and specifications (including any TSPs) for the Department to stamp "Released for Construction"
- 1 PDF set of 11" x 17" signed and sealed construction plans and specifications (including any TSPs), plus any other documents such as design documentation, drainage report, typical section package and pavement design package.
- 1 hard copy of 11" x 17" signed and sealed plans

Final signed and sealed plans will be delivered to the Department's Project Manager prior to construction of any component. The Department's Project Manager will send a copy of final signed and sealed plans to the appropriate office for review and comment. Once all comments have been satisfactorily resolved as determined by the Department, the

Department's Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the Department's Project Manager are valid and all work that the Design-Build Firm performs in advance of the Department's release of Plans will be at the Design-Build Firm's risk. To work at risk, the Design-Build Firm must submit signed and sealed plans and can begin working prior to the Department's Project Manager providing stamped "Release for Construction" plans. The Design-Build Firm shall notify the Department five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the Department's release of Plans will be at the Design-Build Firm's risk.

**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
- 2 original signed and sealed copies of the Bridge Load Rating for each bridge based on as-built conditions, including Load Rating Summary Form (Excel format) and Load Rating Summary Details Sheet (CADD)
- 1 set of final documentation (if different from final component submittal)
- 2 Final Project CDs

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.

- Typical Section Package
- Pavement Design Package

**I. Contract Duration:**

The Department has established a Contract Duration of **630 calendar days** for the subject Project.

**J. Project Schedule:**

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar

days (excluding weekends and Department observed Holidays) review time for the Department's review of all submittals with the exception of Category 2 structures submittals. The review of Category 2 structures submittals requires Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Department observed Holidays) for these reviews.

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

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

- The day of UCF home football games

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

- Anticipated Award Date
- Design Survey
- Geotechnical Investigation
- Environmental Reevaluation (If necessary)
- Acquisition of additional Right of Way proposed by the Design-Build Firm (If applicable)
- Roadway Design
- Foundation Design
- Substructure Design
- Superstructure Design
- Wall Design
- Signing and Pavement Marking Design
- Signalization Design
- Lighting Design
- Maintenance of Traffic Design
- Utility Coordination
- Design Submittals
- Submittal Reviews by the Department
- Document Reviews by the Department
- Design Review / Acceptance Milestones
- Comment Resolution
- Shop Drawing Submittals
- Environmental Permit Acquisition
- Utility Clearance
- Materials Quality Tracking
- Start of Construction
- Construction Mobilization
- Clearing and Grubbing
- Erosion Control
- Embankment/Excavation
- Roadway Construction
- Foundation Construction
- Substructure Construction

- Superstructure Construction
- Wall Construction
- Signing and Pavement Marking Construction
- Signalization Construction
- Lighting Construction
- Maintenance of Traffic Set-Up (per duration)
- Utility Relocations
- 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

**K. 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.

**L. Meetings and Progress Reporting:**

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

- Department technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings
- System Integration Meetings
- Utility Meetings
- Design Kickoff Meeting
- Comment Resolution Meetings
- Pre-Construction Meeting
- Dispute Review Board Meetings

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

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

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

**M. 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
- MetroPlan Orlando (MPO) Citizens Advisory Committee Meetings
- MPO Transportation Technical Committee Meetings
- MPO Meetings
- Public Information Meetings including, but not limited to, Public Hearings and Construction Open House
- 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.

**N. 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.

**O. 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.

**P. Engineers Field Office:**

The Design-Build Firm will provide a 1,200 square foot Engineers Field Office in accordance with Special Provision 109.  
(SP 1090000)

**Q. Schedule of Values:**

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

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

**R. Computer Automation:**

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 / MicroStation 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.

**S. Construction Engineering and Inspection:**

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

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

**T. Testing:**

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

**U. Value Added:**

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

- Roadway features
- Roadway drainage systems
- Approach slabs
- Superstructure
- Substructure
- Concrete defects
- Structural steel defects
- Post-tensioning systems
- And any other products or features the Design-Build Firm desires.

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

The Design-Build Firm shall guarantee the performance of all structural components in accordance with Section 475, Value Added Bridge Components, included in the Volume I attachments.

The Design-Build Firm shall guarantee the performance of all Highway Lighting components in accordance with Section 725, Value Added Highway Lighting System, included in the Volume I attachments.

**V. Adjoining Construction Projects:**

The Design-Build Firm shall be responsible for coordinating design and 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. Adjoining construction projects include but are not limited to:

- SR 50 Six-lane Widening from East of CR 425 (Dean Road) to East of Old Cheney Highway (FIN 239203-4)
- SR 50 Resurfacing from Corner School Drive to SR 520 (FIN 430673-1)

**W. Design Issue Escalation:**

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

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

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

- If the resolution does not change the original intent of the technical proposal/RFP, then the Design-Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the Resident Engineer will be responsible for review and response within ten (10)

calendar days (excluding weekends and Department observed holidays). The Resident Engineer will either concur with the proposed solution or, if the Resident Engineer has concerns, the issue will be escalated as described in the process below.

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

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

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

**Y. Additional Right of Way Acquisition:**

It is the Department's intent that all Project construction activities be conducted utilizing the existing right of way. The Design-Build Firm may submit a Technical Proposal that requires the acquisition of additional right of way. Any Technical Proposal that requires the acquisition of additional right of way will not extend the contract duration as set forth in the existing Request for Proposal under any circumstances. The Department will have sole authority to determine whether the acquisition of additional right of way on the Project is in the Department's best interest, and the Department reserves the right to reject the acquisition of additional right of way.

If a Design-Build Firm intends to submit a Technical Proposal that requires the acquisition of additional right of way, the Design-Build Firm shall discuss such a proposal with the Department as part of the

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 right of way 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 right of way, the additional right of way will be required to be directly acquired by the Department. The Design-Build Firm shall submit, along with the Technical Proposal, certified sketches and legal descriptions including area in square feet of any proposed additional right of way parcels. On State funded projects, the additional right of way will be acquired by the Department in accordance with all applicable state laws. On Federally funded projects, the additional right of way 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 right of way 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 right of way.

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

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

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

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

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

### **A. General:**

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

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

Prior to submittal to the Department, all Category 2 bridge plans shall have a peer review analysis in accordance with PPM Volume 1, Chapter 26.

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

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

- The Design-Build firm shall dispose of all cleared and grubbed material off-site. Burning of material and/or debris is prohibited within the project limits.
- The Design-Build Firm shall identify all proposed stock piling locations prior to use. All locations shall be approved by the Department prior to use. No stock piles shall be placed in wetlands.
- The Design-Build Firm shall make every reasonable effort to minimize the disturbance of the existing vegetation within the floodplain.
- If disturbed by construction activities, all floodplain elevations shall be restored to their pre-construction condition at the completion of the project.

### **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 on the Project, a minimum of one successful load test must be performed in each of the following representative locations (minimum of two tests total):

- Station 789+00 to Station 790+00 (BL of Survey)
- Station 791+50 to Station 793+00 (BL of Survey)

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 a Pile Installation Plan for the 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 on the Project, a minimum of one successful load test must be performed in each of the following representative locations (minimum of two tests total):

- Station 789+00 to Station 790+00 (BL of Survey)
- Station 791+50 to Station 793+00 (BL of Survey)

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

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.

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

### **Spread Footing 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.

### **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, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrices and changes to affected Utility Agency/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.
6. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the Department for review and acceptance, all Utility Work Schedules.
7. Resolving utility conflicts.
8. Obtaining and maintaining all appropriate Sunshine State One Call Tickets.
9. 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.
10. Providing periodic Project updates to the Department Project Manager and District Utility Office as requested.
11. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs.

The following Utility Agency/Owners (UA/Os) 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 along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work.

**SUMMARY OF CONCEPTUAL UTILITY WORK**

<u>UA/O</u>	<u>Utility Relocation Type</u>	<u>Cost Estimate</u>	<u>Lump Sum Bid</u>
Bright House Networks	UA/O performing non-reimbursible utility work	N/A	No
Comcast	UA/O performing non-reimbursible utility work	N/A	No

Orange County Utilities - Water	UA/O performing non-reimbursible utility work	N/A	No
Orange County Utilities - Wastewater	UA/O performing non-reimbursible utility work	N/A	No
Duke Energy (Distribution)	UA/O performing non-reimbursible utility work	N/A	No
Duke Energy (Transmission)	UA/O performing non-reimbursible utility work	N/A	No
Qwest Communications (CenturyLink)	UA/O performing non-reimbursible utility work	N/A	No
MCI	UA/O performing non-reimbursible utility work	N/A	No
AT&T (Distribution)	UA/O performing non-reimbursible utility work	N/A	No
AT&T (Transmission)	UA/O performing non-reimbursible utility work	N/A	No

For unaffected existing utilities listed in the table, the Design-Build Firm may request the utility to be relocated; however, these relocations require the Department’s approval and the Department will not pay the Utility Agency/Owner (UA/O) or the Design-Build Firm for the utility relocation work regardless of the UA/O's eligibility for reimbursement.

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

If the Department approves a Proposal for sharing the savings in reimbursable costs for utility relocation, the Contractor shall receive a share of the savings. The savings will be the net difference between the estimated relocation cost shown in the Request for Proposals and the actual billed reimbursable amount for each utility. The savings will be determined for each utility individually and not the net of any decrease and increase in relocation costs combined for all utilities. The Contractor will receive 50% of the first \$250,000 in savings and 20% of the amount of the savings in excess of \$250,000.

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

**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. **Roadway Design:**

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

2. **Typical Section Package:**

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

3. **Pavement Design Package:**

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

In addition to the Flexible Pavement Design Manual requirements, the following minimum pavement design requirements shall be provided:

SR 50 Mainline and Shoulders:

- The minimum %R for all designs shall be 90%.
- Mr for milling and resurfacing shall be 22,000 psi.
- The mainline ESALs used for the design shall be 7,287,000.
- The mill and resurface of the mainline lanes and shoulders shall be 2.25 inches.
- The minimum thickness of the Superpave Structural Course for the mainline reconstruction/new construction shall be 3.5 inches.
- The minimum Optional Base Group (OBG) for the mainline reconstruction/new construction shall be OBG 09.
- The minimum thickness for the Superpave Structural Course for the shoulder reconstruction/new construction shall be 1.5 inches.
- Cross Slope correction to be accomplished with overbuild only.

#### 4. **Drainage Analysis:**

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

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

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

- Identification, design, and permitting of a stormwater management system meeting State water quality and quantity standards within the Department's 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.

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

- The design water surface profiles for the Econlockhatchee River shall not cause new flooding and shall not increase existing flooding on any property owners upstream or downstream of the proposed crossing. If the design water surface profiles are proposed to be increased, all existing flooding within the affected river reach shall be thoroughly documented and submitted to department for approval.

**E. Geometric:**

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

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

The Design-Build Firm shall use design criteria as specified in the FDOT Plans Preparation Manual for this project. New construction criteria shall be used for all work within the limits of the roadway widening or reconstruction. Resurfacing, Restoration and Rehabilitation (RRR) criteria per Chapter 25 of the PPM may be used for the resurfacing work outside the limits of the roadway widening or reconstruction.

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

- a. The design speed shall be 55 mph up to the eastern limits of the reconstruction transition section east of the Econlockhatchee River. The design speed shall be 65 mph east of this reconstruction transition (as established by the Design-Build Firm) to the project limits.
- b. Design criteria shall be based on a Rural Arterial classification.
- c. For reconstructed or widened sections of SR 50, the roadway typical section shall consist of two 12-ft. lanes with 12-ft. shoulders (5-ft. paved) in each direction and a 32-ft. median. The typical section from the end of the approach guardrail to the structure limits on each end of the structure(s) shall be constructed to accommodate an ultimate typical section consisting of three 12-ft. lanes, a 6.5-ft. wide outside shoulder/bike lane, and a 6.5-ft. wide inside shoulder.

- d. For milling and resurfacing sections of SR 50, the roadway typical section shall match the existing typical section unless otherwise noted in this RFP.
- e. The structure(s) shall be designed and constructed to accommodate a minimum ultimate typical section consisting of three 12-ft. lanes, an 8-ft. wide outside shoulder/bike lane, a 6.5-ft. wide inside shoulder, and a 6-ft. wide barrier separated sidewalk in each direction. At project completion, the structure(s) shall be striped for two 12-ft. lanes in each direction with a 6.5-ft. inside shoulder.
- f. The median width for the structure typical section shall not be less than 32-ft.
- g. Pedestrian access shall be provided from the SR 50 paved shoulders to the proposed sidewalks on the structure(s).
- h. Pedestrian access equivalent to the existing conditions shall be provided on the structure(s) at all times during construction.
- i. All driveway access and locations of median openings in the final condition shall be the same as in the existing condition.
- j. Turn lane lengths in the final condition shall be no less than the existing condition.
- k. Correct superelevation in the westbound lanes for the curve from approximately MP 14.9 to MP 15.1 to accommodate a 65 mph design speed.
- l. Install object markers at the median opening at approximately MP 15.6 westbound.

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

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

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

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

1. Design Standards used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations

4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

**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 final 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, original 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. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in HEC 18.
- 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 AASHTO LRFD Bridge Design Specifications, Department Standard Specifications, Structures Manual, Plans Preparation Manual, Department Standard Drawings, Supplemental Specifications, Special Provisions, and directions from the State Structures Design Engineer, Temporary Design Bulletins, Structures Design Office and/or District Structures Design Engineer.
- b. 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 and 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.

- c. The LRFD Operational Importance Factor shall be 1.0 for all structures.
- d. The minimum environmental classifications for all structures are as follows:

Superstructure	Substructure	
	Concrete	Steel
Slightly Aggressive	Moderately Aggressive	Extremely Aggressive

- e. The use of prestressed concrete slabs (pretensioned or post-tensioned) is not permitted.
- f. Pedestrian railing on structures shall be FDOT standard 42" concrete pedestrian/bicycle railing (Index No. 825).
- g. For fill slopes in front of end bents or abutments, the magnitude of the slope shall not exceed 1V:2H.
- h. For permanent walls, partial height walls such as perched walls or toe-walls, as defined in the FDOT Structures Manual, shall not be permitted.
- i. Sheet pile walls shall not be used in conjunction with wall mounted barrier/junction slab combinations.
- j. All elements of permanent bridge drainage systems shall be hidden from view.
- k. Provide utility conduits in bridge mounted traffic railings in accordance with Index No. 21210 as necessary to accommodate lighting requirements and utility relocations.

**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 Supplemental Specifications from the Specifications Workbook in effect at the

time the Bid Price Proposals were due in the District Office. The Specifications Package shall be prepared, signed and sealed by the Design-Build 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 Specifications Package is obtained.

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

#### **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 bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. The Department shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Department's procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Department's review is not meant to be a complete and detailed review. Upon review of the shop drawing, the Department will stamp the drawing "Released for Construction" or "Released for Construction as noted" and the drawing will be 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 Department's Project Development and Environment Manual and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) shall be submitted for Department review and approval. Department approval must be obtained prior to beginning construction activities.

The Design-Build Firm shall be responsible for providing and maintaining satisfactory erosion and sediment control measures to satisfy project requirements throughout the duration of construction. Special attention is directed to the fact that due to excessive Cypress knees and other root mass, it is anticipated that the installation of staked silt fence or staked turbidity barriers along the north and south SR 50 right of way lines may prove ineffective. Alternative options for installing erosion control measures to prevent off-site impacts or turbid discharges to the Econlockhatchee River may include, but are not limited to:

- Installation of staked silt fence or staked turbidity barriers within cleared and grubbed areas, offset at a distance from the right of way line to allow proper trenching and backfilling. Clearing and grubbing will not be allowed for the sole purpose of installing erosion control measures.
- For staked silt fence or staked turbidity barriers installed at the right of way line, using rock bags to overlay the portion of the sediment barrier that would normally be trenched and backfilled. In such case, rock bags would be required in sufficient quantities to completely cover the material and prevent sediment or sediment laden water from running under the control measure.

Evaluation and implementation of these or other alternative installation methods to provide satisfactory erosion and sediment control measures based on site conditions shall be the responsibility of the Design-Build Firm. The Design-Build Firm will be responsible for any wetland impacts associated with the installation of erosion and sediment control measures.

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

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

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

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

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

This project is not considered a significant project.

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.

**1. 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.

The Design-Build Firm shall maintain turn lane storage lengths during MOT equivalent to existing conditions.

At least one of the travel lanes in each direction shall be a minimum of 11-ft. wide during all traffic control phases.

**1. Traffic Control Restrictions:**

There will be NO LANE CLOSURES ALLOWED during the following hours:

- **SR 50** – NO LANE CLOSURES ALLOWED from 6:00 am to 9:00 am and also from 5:00 pm to 6:30 pm
- **Side Streets** – NO LANE CLOSURES ALLOWED from 6:00 am to 9:00 am and also from 5:00 pm to 6:30 pm

A lane may only be closed during active work periods. Pacing Operations will be allowed during the approved lane closure hours. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the District Five Public Information Officer (Steve Olson, 386-943-5479). 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.

The following additional traffic control restrictions apply:

1. There shall be no lane closures or detours except as described in this RFP.
2. At least one lane in each direction on SR 50 shall be open to traffic at all times.
3. At least one lane on side streets shall be open to traffic at all times.
4. A reduction in the posted speed limits in work zones will not be allowed.

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

- The day of UCF home football games

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

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

The Department has conducted an investigation of the Project site and determined that potential gopher tortoise habitats will not likely be impacted by the Project. Should tortoises be impacted, all coordination by the Design-Build Firm with the Department regarding gopher tortoises will be completed through the District Environmental Permit Office. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for the potential gopher tortoise burrow survey that could be impacted by the Project including any areas to be used for construction staging. The Design-Build Firm shall be responsible for conducting the gopher tortoise

burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the Project including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). The Department must verify the completeness and accuracy of the assessment prior to commencement of any permitting or construction activities.

Any areas where the Design-Build Firm proposes to protect burrows to remain on-site with “exclusionary fencing” shall be reviewed and approved by the Department. The Design-Build Firm shall submit an “exclusionary fencing” plan for review prior to any “exclusionary fencing” installation. If there are unavoidable impacts to gopher tortoise burrows, the Design-Build Firm shall be responsible for preparing required documentation for the Department to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the “permittee”, the Department is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to FWC. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office or District Environmental Permit Office, as appropriate. If FWC rejects or denies the permit application, it is the Design-Build Firm’s responsibility to make whatever changes necessary to ensure the permit application is approved. Once the permit is obtained, the Design-Build Firm shall notify the Department at least one week prior to the relocation of gopher tortoises.

If gopher tortoise relocations are phased throughout the construction, the Design-Build Firm shall notify the Department at least one week prior to each relocation phase. The Department will provide oversight of the relocations and ensure permit compliance. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the relocation permit valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the Agencies. The Design-Build Firm shall provide the appropriate reports as required by the permit conditions, including closing out the permit. The Design-Build Firm shall note that permits for gopher tortoise relocation for areas outside of the Department owned right of way (i.e. utility easements; license agreements) cannot be obtained with the Department as the “permittee”, per FWC requirements. Should permits in areas outside of the right of way be required, the Department will still perform the oversight of the process as described above. The Design-Build Firm will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

The following Project specific Environmental Services/Permits have been identified as specific requirements for this project:

1. Wetlands and Mitigation
2. Wildlife and Habitat

**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.

All light fixtures shall be high pressure sodium fixtures.

**P. Signalization Plans:**

**1. General**

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

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with PPM criteria.

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

The Portable Traffic Monitoring Site (PTMS) #750561 located at approximately MP 15.1 on SR 50 will be impacted and will need to be considered as a part of the proposed roadway improvements. The Design-Build Firm is required to remove and replace the existing PTMS #750561 to accommodate the four-lane section on SR 50 and include all ancillary items. The contact person for this site is Rubie Frase from the FDOT District 5 Traffic Operations Office at (386) 943-5380.

This site requires complete replacement of TMS Inductive Loops (2 loops per each lane), TMS Vehicle Sensors (one sensor per each lane), Conduit, Pull Boxes, Directional Bore, and TMS Speed/Classification Unit. Coordinate locations for the loops, axle sensors and cabinet with the Department prior to installation. Reference is to be made to the FDOT Design Standards Index 17900 (latest edition) for TMS installation. Placement of the cabinet is to be outside of the clear zone with the rear of the cabinet facing towards the road.

The Design-Build Firm is to contact Rubie Frase from the FDOT District 5 Traffic Operations Office at (386) 943-5380 ten (10) days prior to road work performed in the vicinity of the Traffic Monitoring Site and ten (10) days prior to installation of the new site. Refer to the FDOT Standard Specifications, FDOT Design Standards and FHWA Traffic Monitoring Guide for work, equipment and material requirements.

**2. Design and Engineering Services:**

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

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

**3. Construction and Integration Services:**

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

#### **4. Testing and Acceptance:**

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

### **VII. Technical Proposal Requirements.**

#### **A. General:**

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

#### **B. Submittal Requirements:**

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

A copy of the written Technical Proposal must also be submitted in PDF format including bookmarks for each section on a CD. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. All proposal documents shall be identified with the appropriate names and Financial Project Identification (FPID) Numbers as contained in this RFP.

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

Submit 1 Original, 7 CDs, and 7 hard copies of the Technical Proposal to:

Florida Department of Transportation District Five  
Attention: Michelle Sloan  
Professional Services, MS 4-524  
719 S. Woodland Boulevard  
DeLand, Florida 32720

The minimum information to be included:

##### Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be 10 single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11"X17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and

understanding of the project and to provide confidence the design and construction can be completed as proposed.

- Provide the term, measurable standards, and remedial work plan for any proposed Value Added features that are not Value Added features included in this RFP, or for extending the Value Added period of a feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the project needs required of this Request for Proposal. Bar or Gantt charts are prohibited.

Section 2: Plans and Technical Special Provisions

- 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 maximum length of the roll-plot shall be 8'. Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is prohibited and will not be considered by the Proposal Evaluators, if included. The Department may determine that such additional information is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the Department.
- Provide Technical Proposal Plans in accordance with the requirements of the Plans Preparation Manual.
- The Plans shall complement the Project Approach.
- Provide any Technical Special Provisions which apply to the proposed work. Paper Size: 8½" x 11".

**C. Evaluation Criteria:**

The Department shall evaluate the written Technical Proposal by each Design-Build Firm. The Design-Build Firm shall 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	35
2. Construction	35
3. Innovation	5
4. Value Added	5
<b>MAXIMUM SCORE</b>	<b>80</b>

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

**1. Design (35 points)**

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

- Roadway design
- Structures design
- Drainage design
- Signing & Pavement Markings, Signalization, & Lighting design
- Design coordination
- Design considerations that minimize relocation of utilities
- Construction coordination plan minimizing design changes
- Design considerations that minimize impacts to adjacent properties and structures
- Design considerations that will reduce the intensity and duration of noise and vibrations
- Design considerations that provide for safe pedestrian accommodations during construction
- Design considerations that minimize reconstruction required for future widening of the SR 50 corridor

Credit will be given for a MOT scheme that minimizes disruption of roadway traffic, the travelling public, and business/property owners. This shall include, but not be limited to, minimization of lane and driveway closures, maximizing lane widths, minimizing visual obstructions, and construction sequencing.

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

- Geotechnical investigation plan
- Ground improvement plan
- Section VI.B Geotechnical Services
- Test load programs

Credit will be given for design aspects that minimize impacts to the environment and insure that all environmental and other project commitments are honored.

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

Credit will be given for a design that minimizes periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, type and quality of construction materials, and impacts to long term maintenance costs.

## 2. **Construction (35 points)**

Credit will be given for construction methods that:

- Minimize disruption to traffic
- Mitigate impacts to other projects
- Minimize impacts to adjacent properties
- Enhance public and worker safety
- Minimize or eliminate detours
- Minimize impacts to existing utilities
- Minimize visual, noise, vibration and dust impacts
- Provide safe pedestrian accommodations

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

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

**3. Innovation (5 points)**

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

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

**4. Value Added (5 points)**

Credit will be given for the following Value Added features:

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

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

Value Added Feature	Minimum Value Added Period
Value Added Asphalt	3 years
Value Added Bridge Components	5 years
Value Added Lighting	3 years

**D. Final Selection Formula:**

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

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

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.

The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria.

**E. Final Selection Process:**

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

**F. Stipend Awards:**

The Department has elected to pay a stipend to a limited number of non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be **\$37,000.00** 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 Firm's quality plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. One (1) hard copy of the Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

Florida Department of Transportation District Five  
Attention: Michelle Sloan  
Professional Services, MS 4-524  
719 S. Woodland Boulevard  
DeLand, Florida 32720

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