



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

STEPHANIE C. KOPELOUSOS
SECRETARY

1000 NW 111th Avenue, Room 6203
Miami, Florida 33172-5800

ADDENDUM No. 03
ISSUED ON JULY 29, 2009
TO THE
PROJECT REQUEST FOR PROPOSAL DOCUMENT
ISSUED ON MAY 14, 2009

**** FAILURE TO ACKNOWLEDGE RECEIPT OF THIS DOCUMENT MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE ****

PROJECT TITLE / BID NUMBER: SR-826 (PALMETTO EXPRESSWAY) / SR-836 (DOLPHIN EXPRESSWAY) INTERCHANGE DESIGN-BUILD PROJECT / RFP-DOT-09/10-6105DS
FIN PROJECT No(S): 249581-1-52-01
FEDERAL AID PROJECT No(S): ARRA-134
CONTRACT NO.: E-6F61
COUNTY(IES): MIAMI-DADE
DATE RESPONSES ARE DUE: AUGUST 10, 2009 BEFORE 2:00 P.M. (LOCAL TIME)
**LOCATION: DISTRICT SIX MAIN BUILDING, FRONT LOBBY
1000 NORTHWEST 111th AVENUE
MIAMI, FLORIDA 33172**

WORK DESCRIPTION:

Design-Build-Finance Project: State Road 826 (Palmetto Expressway) / State Road 836 (Dolphin Expressway) Interchange reconstruction for the Florida Department of Transportation (FDOT) in Miami-Dade County.

THE REQUEST FOR PROPOSAL (RFP) RELEASED ON MAY 14, 2009 FOR THE ABOVE-MENTIONED PROJECT IS HEREBY AMENDED AS FOLLOWS:

Document: REQUEST FOR PROPOSAL (RFP)

1) *Section 1.1 – Description of Work* (end of second paragraph)

Addendum #2: The project also includes new drainage, lighting, ITS, and signalization improvements. The Proposer may include landscaping as part of the aesthetics improvements.

Addendum #3: The project also includes new drainage, lighting, ITS, signalization improvements and landscape.

ADDENDUM #3
DATED JULY 29, 2009

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2) Section 1.2 – Project Requirements

Added the following requirements:

- Additional scoring considerations will be given to Proposers who can eliminate Pond 2-14 (bounded by NW 12th Street/Milam Dairy Road/Westbound CD) and/or Pond 2-12 (bounded by NW 78th Avenue/NW 12th Street/Ramp S-F/railroad).
- Parcel 152 (bounded on the north by NW 7th Street and on the east, west, and south by the North Line Canal) can be used for staging purposes, with the requirement that all subsurface activities/excavation be monitored by a professional archaeologist. All archaeological monitoring costs will be borne by the Department (refer to RFP section 2.18.5).

The Department’s professional archaeologist shall work with the Design-Build Firm regarding the placement and storage of equipment, materials, vehicles, portable concrete batch plant, etc. Timber matting shall be placed on the ground in any area where subsurface impacts are anticipated. An archaeological monitor shall be present when equipment is initially set up, moved, or taken down. The archaeological monitor shall also monitor on a periodic basis, which will be at the discretion of the archaeologist and will depend on the type of activity taking place. If a portable concrete batch plant is used or any similar type of activity, it is recommended that it be placed in the far northwest corner of the parcel, adjacent to NW 7th Street.

No subsurface disturbance of any type shall take place within the restricted area identified in the attached figure. No parking, laydown, construction, work space, or storage shall take place within the restricted area. The Design-Build Firm shall demarcate the area by chain link fencing and marked with a “Restricted Area, No Access” sign.

Refer to **Addendum #3 Attachments – P 152 Use Restrictions.pdf** for location of restricted area

- Original:**
- Provide U-turn for Northbound Milam Dairy traffic.
- Addendum #3:**
- Provide U-turn for Northbound Milam Dairy traffic. Length of U-turn lane shall be 180’ plus length of taper.

3) Section 3.0 – Schedule of Events

Added the following event:

August 5, 2009	DBE Match-making Conference will be held in the District Six Auditorium located at 1000 Northwest 111 th Avenue, Miami, Florida 33172, at 10:00 a.m. (local time). Attendance of short-listed firms is mandatory.
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4) Section 6.9 – Non-Responsive Proposals

Original: Bid/Price Proposals will be found non-responsive if they exceed the maximum bid price.

Addendum #3: Bid/Price Proposals will be found non-responsive if they exceed the maximum bid price of \$559,148,206.00.

ADDENDUM #3
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5) Section 10.2.1 – Written Technical Proposal Submittal Requirements

Addendum #3: (modifications underlined)

In addition, all maintenance of traffic, signing and pavement markings, plan view and profile documents are to be submitted in roll plot format (1"=100' scale in 6-foot sections). Roll plots are to be submitted in tubes clearly marked as indicated in Section 10.1 General Information. At a minimum, the following information should be included in the plan view and profile documents:

- Horizontal Geometry (PC's, PT's, roadway and shoulder widths, tapers, bridge limits, column locations, etc.)
- Vertical Geometry (VPI's, K values, vertical curves, etc.)
- Drainage features (inlets, pipes, ponds, etc.)

All typical sections, cross sections, coordinate and curve data, bridge plans, reports, and additional documentation are to be to scale (as appropriate) and submitted on sheets no larger than 11" x 17", and bound in 3-ring binders.

A copy of the Written Technical Proposal shall also be submitted in electronic format on a CD. The format shall be in Microsoft Word and the file saved in html. No macros will be allowed. In addition, a copy of the entire Technical Proposal in PDF format inclusive of appendices shall be submitted. A minimum font size of ten (10) is required. Graphics and photographs shall be held to a minimum, in the electronic version only, so that Internet loading of the Technical Proposal takes place in 15 seconds or less.

All MicroStation and GEOPAK files used to create the submitted documents must be submitted in .dgn and .gpk formats on a CD.

Mail or deliver ONE (1) original and TWENTY (20) hard copies along with TWENTY-ONE (21) CD versions of the Technical Proposal to:

Florida Department of Transportation
Adam Leigh Cann Building
1000 Northwest 111th Avenue
District Contracts & Procurement Office
Room # 6203
Miami, Florida 33172
Attention: Ronald P. Fountain
Telephone Number: (305) 470-5404

6) Section 10.2.3.9 – Aesthetics (modifications underlined)

Addendum #2: The Design-Build Firm must present a comprehensive Aesthetics Plan that establishes a consistent and elegant theme throughout the project. The aesthetics treatment shall be applied to the Interchange and in particular to the landscaping, if included at the Proposer's option, and the structural elements, including bridges, ramps, retaining walls and sound barriers, which contribute to the visual impression of the Interchange.

The Design-Build Firm shall adhere to the guidelines for Aesthetics Level 2 per the Chapter 26 of the Plans Preparation Manual. In addition, all bridges and retaining walls within the project limits shall conform to the MDX Enhancements Manual and the MDX color scheme for SR-836 for bridges and retaining walls. Lighting must also conform to the MDX Enhancements Manual, except as indicated in **Attachment A – Scope of Services, Section 2: Design and Construction Criteria, Lighting Plans.**

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If landscaping is included in the proposal, the Design-Build Firm must provide a Landscape Plan that indicates the types, sizes, and numbers of proposed plantings for the project with the Technical Proposal.

Addendum #3: The Design-Build Firm must present a comprehensive Aesthetics Plan that establishes a consistent and elegant theme throughout the project. The aesthetics treatment shall be applied to the Interchange and in particular to the landscaping and the structural elements, including bridges, ramps, retaining walls and sound barriers, which contribute to the visual impression of the Interchange.

The Design-Build Firm shall adhere to the guidelines for Aesthetics Level 2 per the Chapter 26 of the Plans Preparation Manual. In addition, all bridges and retaining walls within the project limits shall conform to the MDX Enhancements Manual and the MDX color scheme for SR-836 for bridges and retaining walls. Lighting must also conform to the MDX Enhancements Manual, except as indicated in **Attachment A – Scope of Services, Section 2: Design and Construction Criteria, Lighting Plans**.

The Design-Build Firm must provide a Landscape Plan that indicates the types, sizes, and numbers of proposed plantings for the project with the Technical Proposal.

7) Section 13.0 – Final Selection Formula

Original: . . . less than or equal to the maximum bid price of \$558,998,206.00.

Addendum #3: . . . less than or equal to the maximum bid price of \$559,148,206.00.

Document: **ATTACHMENT A – SCOPE OF SERVICES, SECTION 1: PROJECT REQUIREMENTS AND PROVISIONS FOR WORK**

8) Section 1.8.1.1 – Ultimate Interchange Master Plan
Section 1.8.1.2 – Selected Alternative Master Plan

Addendum #2: • Master Landscape Plan (if Proposer includes landscaping in proposal)

Addendum #3: • Master Landscape Plan

9) Section 1.10 – Ultimate Interchange Master Plan

Addendum #2: • Landscape Design (if Proposer includes landscaping in proposal)
• Tree Relocation Construction
• Landscape Construction (if Proposer includes landscaping in proposal)

Addendum #3: • Landscape Design
• Tree Relocation Construction
• Landscape Construction

Document: **ATTACHMENT A – SCOPE OF SERVICES, SECTION 2: DESIGN AND CONSTRUCTION CRITERIA**

10) Section 2.0 – General (modifications underlined)

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Addendum #2: Roadway submittals may be broken down into grading, drainage, walls, Intelligent Transportation System (ITS), signing & pavement marking, signalization, landscaping (if included in proposal), and final geometry components.

Addendum #3: Roadway submittals may be broken down into grading, drainage, walls, Intelligent Transportation System (ITS), signing & pavement marking, signalization, landscaping, and final geometry components.

11) Section 2.6.5 – Landscaping (modifications underlined)

Addendum #2: 2.6.5 **Landscaping** (if included at the Proposer's option)
The Design-Build Firm may include landscaping as part of the aesthetics improvements. Refer to the Landscaping section for landscaping requirements.

Addendum #3: 2.6.5 **Landscaping**
Refer to the Landscaping section for landscaping requirements.

12) Section 2.7.2.4 – Drainage Analysis

Added the following criteria:

The MDX/FDOT parcel, as identified in the light blue shading in the file *Right of Way.pdf* released as part of the Addendum #1 Attachments, may be used as a retention/detention pond only for proposed roadway areas to be constructed to the east of said parcel.

13) Section 2.22 – Landscape Plans

Addendum #2: 2.22 **Landscape Plans** (if landscaping is included at the Proposer's option)
All Landscape plans and design calculations are to be prepared in accordance with the Governing Regulations, Policies and Procedures, and the submittal requirements set forth in **Attachment A – Scope of Services, Section 1: Project Requirements and Provisions for Work**, and shall be signed and sealed by a Florida-registered Landscape Architect. Landscape plans to be provided shall include: an Existing Tree Inventory Plan, a Tree Relocation Plan, and a Landscape Plan.

The Design-Build Firm shall submit a Master Landscape Plan for review and approval in writing to the Department prior to any 90% design submittal. The Design-Build Firm shall allow 28 calendar days (excluding holidays as defined in Section 1-3, Definitions of the Standard Specifications) for review by the Department. The Master Landscape Plan shall provide sufficient detail to also be used at Public Workshops for the project.

Addendum #3: 2.22 **Landscape Plans**
All Landscape plans and design calculations are to be prepared in accordance with the Governing Regulations, Policies and Procedures, and the submittal requirements set forth in **Attachment A – Scope of Services, Section 1: Project Requirements and Provisions for Work**, and shall be signed and sealed by a Florida-registered Landscape Architect. Landscape plans to be provided shall include: an Existing Tree Inventory Plan, a Tree Relocation Plan, and a Landscape Plan.

The landscape construction budget for the project shall be 1.5% of the construction bid amount. Minimum 50% of the construction budget for landscaping shall be allocated toward large plants.

The Design-Build Firm shall submit a Master Landscape Plan for review and approval in writing to the Department prior to any 90% design submittal. The Design-Build Firm shall allow 28 calendar days (excluding holidays as defined in Section 1-3, Definitions of the Standard

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Specifications) for review by the Department. The Master Landscape Plan shall provide sufficient detail to also be used at Public Workshops for the project.

Document: ATTACHMENT A – SCOPE OF SERVICES, SECTION 3: APPENDICES

14) *Index 3.21 – Mod. Special Provisions, MSP Limitations of Operations*

The area to be monitored for vibrations was extended from three hundred feet (300') to four hundred feet (400') from the right of way. Refer to **Addendum #3 Attachments – MSP LIMITATIONS OF OPERATIONS.pdf**

Document: ATTACHMENT A – SCOPE OF SERVICES, SECTION 5: ITS SCOPE

15) *Intelligent Transportation Systems (ITS) - Scope of Work*

This document has been revised in its entirety. Please refer to the **List of Addendum #3 Attachments – SR-826 ATT A – ITS SCOPE.pdf** for the marked up file.

Document: DESIGN-BUILD SPECIFICATIONS DIVISION 1

16) *Section 4-3.2 – Increase, Decrease or Alteration in the Work*

Original: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Addendum #3: (first paragraph, modifications underlined)

The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety. The Department shall compensate the Contractor for amounts due for increases, decreases or alterations in the Work either by monthly periodic payments for such Work as it is completed using the monthly estimate process, or pursuant to a specific structured delayed payment schedule based on cash availability and including reasonable financing costs incurred by the Contractor due to the Department's structured delayed payment schedule, or a combination of the above, as determined by the Department in its sole discretion.

17) *Section 5-12.6.1 – Compensation for Extra Work*

Original: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

Addendum #3: (modifications underlined)

Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2. The

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Department reserves the right to pay any compensation for extra work either by monthly periodic payments for such Work as it is completed using the monthly estimate process, or pursuant to a specific structured delayed payment schedule based on cash availability and including reasonable financing costs incurred by the Contractor due to the Department's structured delayed payment schedule, or a combination of the above, as determined by the Department in its sole discretion.

18) Section 5-12.6.2 – Compensation for Delay

Original: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other Contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

Addendum #3: (modifications underlined)

Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The Department reserves the right to pay any compensation for delay either by monthly periodic payments for such delay as it is incurred using the monthly estimate process, or pursuant to a specific structured delayed payment schedule based on cash availability and including reasonable financing costs incurred by the Contractor due to the Department's structured delayed payment schedule, or a combination of the above, as determined by the Department in its sole discretion. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other Contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such

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delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

19) Section 9-10 – Offsetting Payments

Original: 9-10 Offsetting Payments.

Section 337.145 of the Florida Statutes, providing for offsetting payments to the Contractor, is hereby made a part of this Contract:

(1) After settlement, arbitration, or final adjudication of any claim of the Department for work done pursuant to a construction Contract with any party, the Department may offset such amount from payments due for work done on any construction Contract, excluding amounts owed to subcontractors, suppliers, and laborers, which it has with the party owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department.

(2) Offsetting any amount pursuant to (1) above shall not be considered a breach of Contract by the Department.

Addendum #3: 9-10 Offsetting Payments.

Section 337.145 of the Florida Statutes, providing for offsetting payments to the Contractor, is not applicable for this Contract.

Document: LIST OF ADDENDUM #3 ATTACHMENTS

Attached hereto and incorporated into the subject project:

Updated 'Summary List of Procurement Forms and Documents for Design-Build Projects.' All forms are filled in for use by the shortlisted Joint Venture Teams.

Final Question and Answer Matrix dated July 29, 2009. All timely submitted and pending questions have been answered. FDOT's responses to these questions are formally incorporated in the project via Addendum #3 and will become part of the final contract documents.

Form FHWA-1273 and all requirements detailed therein are formally incorporated into the project and will become part of the final contract documents.

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The following Addendum #3 documents are available on the FTP website and are hereby incorporated into the subject project:

Uploaded to FTP site on July 21, 2009, July 24, 2009, and July 29, 2009:

1. 826 ITS Project.pdf
2. DCE Memo No.12-09.pdf
3. Water Use_080219-20_Permit_431916.pdf
4. DMS US 1 SB N of 80 St number 2.jpg
5. DMS US 1 SB N of SW 80 St.jpg
6. FAA Aeronautical Studies.pdf
7. MSP_LIMITATIONS OF OPERATIONS.pdf
8. P 152 Use Restrictions.pdf
9. P 152 Zoning Classification.pdf
10. SR-826 ATT A – ITS SCOPE.pdf
11. Form FHWA-1273, Required Contract Provisions for Federal-Aid Construction Contracts
12. Addendum #3 Dated July 29, 2009 (E6F61).pdf


KENNETH ROBERTSON
DISTRICT CONTRACTS AND PROCUREMENT MANAGER

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING IN THE AREA PROVIDED BELOW.
RETURN THIS ACKNOWLEDGEMENT BY TO THE ATTENTION OF KENNETH ROBERTSON AT
d6.contracts@dot.state.fl.us BEFORE 5:00 PM (EDT) ON AUGUST 5, 2009.

COMPANY NAME

SIGNATURE

TITLE

PRINT NAME