

NOTICE TO CONTRACTORS  
OFFICE OF THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
801 N. BROADWAY AVENUE  
BARTOW, FLORIDA 33830

**April 1, 2020**

District Procurement Office  
District One

**ADDENDUM NUMBER FOUR**

PROJECT DESCRIPTION: I-75 at SR 884 (Colonial Blvd) Interchange  
FINANCIAL PROJECT NO.: 413065-1-52-01  
COUNTY: Lee County  
CONTRACT NO.: E1S28

The following is a list of the revisions made to the Request for Proposal Package.

Request For Proposal	Page	
	iii	ATTACHMENTS: <ul style="list-style-type: none"> <li>• cleaned up list to match how the files are organized</li> <li>• identified in which addendum items were added</li> </ul>
	iv - xxxvii	REFERENCE DOCUMENTS: <ul style="list-style-type: none"> <li>• updated list (complete file names, improved organization tree)</li> <li>• identified in which addendum items were added</li> <li>• corrections in CADD folders: added files to list not previously listed</li> <li>• corrections in CADD folders: deleted list items that were previously listed by mistake</li> <li>• removed Phase II concept plans (more recent plans supersede)</li> <li>• added Prebid Q/A files with Addendum 4</li> <li>• removed items also listed in Attachments section</li> <li>• added supplemental exhibit to reimbursable utility plan sheet <ul style="list-style-type: none"> <li>○ 413065-1-56-03 Exhibit - Lee County UWHCA Reimbursable.pdf</li> </ul> </li> </ul>
	9 – 10	Schedule changes from Addendum 1 were not included in Addendum 2 & 3. Addendum 1 schedule changes were reinstated with this Addendum #4.
	58	<ul style="list-style-type: none"> <li>• Paragraph 2: Clarifications to MFES requirements</li> <li>• Paragraph 3: Closer mile-marker identification of approximate FOC butt-splice locations</li> <li>• Paragraph 8: (RPM) Clarified remote power management requirement</li> </ul>
	59	Removed requirements for toll facilities – tolls not applicable to this project Bluetooth Reader requirements clarified.
	67	Removed requirements for toll facilities – tolls not applicable to this project.
	all	Header updated to reference the Request for Proposal - <b>Addendum No. 4</b> and date of <b>April 1, 2020</b> .

Attached to Addendum FOUR is the RFP dated April 1, 2020.

Acknowledge receipt of Addendum Number Four in the space provided on the proposal.



\_\_\_\_\_  
Contracts Administrator

**PLEASE SIGN BELOW IN RECEIPT OF THIS NOTICE AND  
ADDITIONAL DOCUMENTS ANNOTATED ABOVE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

*Florida Department of Transportation*  
*District 1*

**DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
I-75 at SR 884 (Colonial Blvd)**

**Lee County**

**Financial Projects Numbers: 413065-1-52-01, 413065-1-56-01, 413065-1-56-02  
Federal Aid Project Number(s): 0755 096 I  
Contract Number: E1S28**

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## ATTACHMENTS

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

Project Advertisement  
Official Ad  
Division I Design-Build Specifications  
Incentive/Disincentive (SP0081300ID)  
Award and Execution of Contract – Public Records (SP0030900D1-119)  
Legal Requirements and Responsibilities to the Public – E-Verify (SP0072900)  
Legal Requirements and Responsibilities to the Public – Scrutinized Companies (SP0073000)  
Legal Requirements and Responsibilities to the Public – Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E (SP0073100)  
Eagle (SP0070104-2)  
Gopher (SP0070104-3)  
Indigo Snake (SP0070104-7)  
Contaminated Material - Mercury-Containing Devices and Lamps (SP0080409)  
Prosecution and Progress – Damage Recovery (User Cost) (SP0081200) (Addendum #2)  
Divisions II and III Special Provisions identified by the Department to be used on the Project:  
Mobilization (SP1010000DB)  
Contractor Quality Control General Requirements (SP1050813DB)  
Structures Foundations (SP4550000DB)  
Pond Siting Report  
Permits  
Typical Section Package  
Pavement Design / ESAL data  
Pavement Design from iROX (requirements of I-75 Auxiliary lanes)  
Approved Design Variations  
PD&E Commitments  
Joint Use Pond Agreement - Forum  
Permit Plans #18-A-192-044 – Buc-ee’s at I-75 and SR 82 – Ramp D improvements  
Requirements Traceability Verification Matrix (RTVM) (Addendum #2)  
D1 RTVM FPN 413065-1\_Final RTVM.pdf  
D1 RTVM FPN 413065-1\_Final RTVM.xlsx  
Mobility Safety Initiative (MSI) (Addendum #3)  
Mobility Safety Initiative\_031620.pdf

### Bid Price Proposal Forms:

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

## REFERENCE DOCUMENTS

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

### 01\_AsBuilt Roadway Plans

12005-3509 Lighting.pdf  
12005-3515 Lighting.pdf  
12075-3403 Roadway.pdf  
19567625201 - RDWY.tif  
19567625201 - SIGNAL.tif  
408184-1 Roadway.pdf  
408184-1 Signals.pdf  
408184-1 Signing.pdf  
408189-1 Roadway.pdf  
408189-1 Signals.pdf  
408189-1 Signing.pdf  
408461-1 Roadway.pdf  
408461-1 Signing Signals.pdf  
411036\_I75Colonial\_AsBuilts\_ALL.pdf  
41558315201 - RDWY.tif  
41558315201 - SIGNAL.tif  
416413-1 416412-1 414733-1 Collier-Lee ATMS.pdf  
42023615201 - SAPM.tif  
42312715201 - MISC 1.tif  
42312715201 - MISC 2.tif  
42312715201 - MISC 3.tif  
42312715201 - MISC 4.tif  
42312715201 - MISC 5.tif  
42312715201 - RDWY.tif  
42312715201 - SAPM.tif  
42730615201 - SIGNAL.tif  
433415-1 Roadway.pdf  
LEECounty Colonial\_ALL.pdf  
LEECounty Colonial\_Revisions.pdf  
Lighting\_Omni Interstate Park.pdf

### 02\_Uilities Coordination Data

413065-1 ColorPlot City of Fort Myers.pdf

413065-1 Green Lines ATT.pdf  
413065-1 Green Lines CenturyLink.pdf  
413065-1 Green Lines Comcast.pdf  
413065-1 Green Lines FiberNet Direct.pdf  
413065-1 Green Lines FPL Distribution.pdf  
413065-1 Green Lines ITS LeeCounty.pdf  
413065-1 Green Lines Lee County Utilities.pdf  
413065-1 Green Lines Summit Broadband.pdf  
413065-1 Green Lines TECO Peoples Gas.pdf  
413065-1 Not Involved email FPL Transmission.pdf

### 03\_Concept Plans

#### Phase II-R

##### Engineering Reports

413065-1\_LDAR.pdf  
413065-1\_Pond Siting.pdf  
413065-1\_PTSR Memo.pdf  
413065-1\_Stormwater Management Report.pdf  
413065-1\_Temp Lighting Memo  
413065-1\_Typical Section Package.pdf

##### ITS

41306515201-PLANS-04-ITS

##### Lighting

41306515201-PLANS-05-LIGHTING.pdf

##### Roadway

41306515201-PLANS-01-ROADWAY.pdf

##### Signing

41306515201-PLANS-02\_SIGNING.pdf

##### Signals

40306515201-PLANS-03-SIGNALS.pdf

Post-Phase II-R Revision (Addendum 2; supersedes Phase II-R concept plans)

#### 01\_Revised Geotech\_Reports

413065-1 Miscellaneous Structures Geotech Information Report.pdf  
413065-1 RFP Roadway Soil Survey Report.pdf

#### 02\_Revised Concept Plans

##### Engineering Reports

413065-1\_Application 190320-15\_Permit Modification Memo.pdf  
413065-1\_Stormwater Management Report.pdf

##### Roadway

41306515201\_I-75 at SR 884 (Colonial Blvd).kml  
41306515201-PLANS-01-ROADWAY.pdf

##### Signals

41306515201-PLANS-03-SIGNALS.pdf

##### Signing

41306515201-PLANS-02\_SIGNING.pdf

#### 03\_Revised CADD Files



Drainage

Colonial.mdb  
DRMPRD00.dgn  
DRMPRD01.dgn  
DRMPRD03.dgn  
DRMPRD04.dgn  
DRMPRD05.dgn  
DROMRD01.dgn  
DRPRRD01.dgn  
DRXSRD01.dgn  
DRXSRD02.dgn  
DSPFDR01.dgn  
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TEXTDR03.dgn  
TEXTDR04.dgn

Roadway

DSGNRD01.DGN  
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TEXTRD500.DGN  
TEXTRD51.DGN  
TEXTRD601.DGN  
TEXTRD602.DGN  
TEXTRD90.DGN  
TEXTRD91.DGN  
topord100.dgn  
TYP SRD01.dgn  
UTADRD04.dgn  
UTADRD12.dgn

Signals

KEYSSG01.dgn

Signing

CLIPSP10.dgn  
DSGNP01.dgn  
KEYSSP01.dgn  
MTPLSP01.dgn  
MTPLSP02.dgn  
MTPLSP03.dgn  
PLANSP01.dgn  
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PLANSP03.dgn  
PLANSP03a.dgn  
PLANSP04a.dgn  
PLANSP05.dgn  
PLANSP09a.dgn  
TEXTSP01.dgn  
TEXTSP02.dgn

04\_Revised 3D Model

ALGNRD10\_3D.dgn  
DSGNRD20\_SR884.dgn  
DSGNRD30\_Ramps-Arterials.dgn  
GDTMRD01.dgn  
GKLNRD01.dgn  
GKLNRD01\_Uilities.dgn  
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PDPLRD10\_3D.dgn  
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04\_Lighting Justification Report

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05\_Bridge Inspection Reports

120120\_2017-06-07\_INSPECTION REPORT REGULAR NBI.pdf

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413065-1\_BridgeInspectionReport\_#124070 - AUG 2013.pdf

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06\_Interchange Modification Report

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- 413065-1\_VESTudy DRAFT Report.pdf
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- 10\_Environmental\_Reports
  - 413065-1 BiologicalAssesment\_Update.pdf
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  - 413065-1 WetlandEvaluationReport\_addendum.pdf
- 11\_Noise Study
  - 413065-1 NoiseStudyReport\_Draft.pdf
- 12\_PDandE\_Documents
  - 01\_IOAR\_Final\_July 2009.pdf
  - 02\_IOAR\_Appendices\_Final\_July 2009.pdf
  - Appendix A Mobility2000.pdf
  - Appendix B 2030 Ultimate Plan.pdf
  - Appendix C Mobility Bridges.pdf
  - Appendix D 2030 Ultimate Bridges.pdf
  - cover.pdf
  - S\_1.pdf
  - S\_10.pdf
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  - S\_6.pdf
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  - S\_8.pdf
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- Supporting Documents
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    - I-75 PD&E profiles 5+15+02.pdf
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    - Ultimate Bridges.pdf
  - Alternative Analysis
    - Area 1A.pdf
    - Area 1B.pdf
    - Area 1C.pdf
    - Area 1D.pdf
    - Area 1E.pdf
    - Area 2A.pdf

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Area 2C.pdf  
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Area 2FM.pdf  
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CSER App A - Vol 1 of 2.pdf  
CSER App B - Vol 1 of 2.pdf  
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CSER App D - Vol 1 of 2.pdf  
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Final Existing Conditions Report  
Appendix D.pdf  
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Final Noise Study Report  
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Final Traffic Memorandum  
App cover\_fly\_back.pdf  
App\_A.pdf  
App\_B.pdf  
App\_C-1.pdf  
App\_C-2.pdf  
App\_D-1.pdf  
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Wet-App C Vol 2 Of 2.pdf  
Wet-App D Vol 2 Of 2.pdf  
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Pond Siting Report  
  App C Pond Siting Report 01-12-04.pdf  
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  App A\_plansheets\_soils\_7-03-01.pdf  
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  SWFIA\_Design Change Reeval FHWA signed 1\_23\_06.PDF  
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  Project Base Maps Depicting Utilities.pdf  
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  Advance Notification  
    413065-1\_Colonial\_Ad.pdf  
    413065-1\_quarterpageAd\_Final.pdf  
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    41306513201\_PressRelease\_Updated\_582017.pdf  
    41306513201\_Public\_Meeting\_Website\_Updated\_592017.pdf  
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  Presentations  
    413065-1\_BPCC Presentation.pdf  
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    413065-1\_CommAwarePlan.pdf  
    413065-1\_Comments\_MATRIX\_Log.pdf  
    413065-1\_Public\_Hearing\_Newsletter.pdf  
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    PostHearing\_2017-06-16\_comment\_Nathan\_Shaw.pdf  
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14\_CADD Files

Drainage

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BDDMRD02.DGN  
BDXSRD10.DGN  
CLIPDR01.dgn  
Colonial.mdb  
Contours2D.DGN  
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TEXTIT02.DGN

lighting

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Standard\_Mast\_Arm\_Tabulation.xlsx  
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roadway

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  - ALGNRD10\_3D
  - DSGNRD20\_SR884
  - DSGNRD30\_Ramps-Arterials
  - GDTMRD01
  - GKLNRD01
  - GKLNRD01\_Uilities
  - PDPLRD10\_3D
  - RDXSRD01
- 16\_Pre-bid Q-A Docs
  - Addendum 2
    - 28196 – 411036-1 CADD and Files
      - Project FPID 411036-1-52-01 I-75 at SR 884 (Colonial Blvd.) Design
    - Build
    - 28203 JUPA Backup Documentation
      - 411036-1\_I-75\_S\_of\_Colonial\_Blvd\_to\_S\_of\_SR\_82.zip
      - 411036-1\_2009-04393\_ACOE\_mod.pdf
      - 411036-1\_COE.pdf
      - 411036-1\_SFWMD\_exhibit\_2.0.pdf
      - 411036-1\_sfwmd\_Forum.pdf
      - 411036-1\_sfwmd\_WUP.pdf
      - 411036-1\_sfwmda.pdf
      - 411036-1\_sfwmdmod.pdf
      - 411036-1\_sfwmdmod\_(small).pdf
      - ACOE wetland impacts.pdf
    - 28208 Original Interchange As-builts
      - 12075-3403\_SR93\_2009231\_MP20.4\_MP21.9.pdf
    - 28210 AGI Files
      - Concept Plans' AGI 32 Lighting Modeling Files
      - I-75 Interchange - I-75 Mainline.AGI
      - I-75 Interchange - Ramps.AGI
      - SR 884 - Mainline.AGI
    - 28211 ITS DMS Files
      - ITS DMS Information.zip
      - 2010 416413-1-52-01 Original FMS as-built plans - Colonial.pdf
      - 2018 DMS Replacement 417733-4-92-01.pdf
      - DMS Locations.kml
      - Existing I-75 FMS Infrastructure.kmz
      - SD 01 - Daktronics DMS A 080217.pdf
      - SD 30 - DMS Hangers AN 032918.PDF
      - SD 31 Catwalk Modifications Approved 041318.pdf
    - 28214 UWHCA CADD Files
      - 18-0168 LCW LCU 11-25-19.zip

19-0054 WFI CFM 11-25-19.zip

Addendum 4

29210 - CFM UWHCA Cost Estimate

19-0054-CFM 60percent Cost Estimate 413065-1 updated 9-03-19.xlsx

29211 - CFM UWHCA Agreement Summary

413065-1-56-02 Agreement Summary Sheet.pdf



## **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 I-75 (SR 93) at SR 884 (Colonial Blvd) Interchange in Lee County.

It is the Department's intent to promote the use of innovative design concepts, components, details, and construction techniques for bridge structures as discussed in Part 1, Chapter 121 of the FDOT Design Manual (FDM). The Design-Build Firm may submit a Technical Proposal that includes innovative concepts if they are discussed with the Department and approved in accordance with Part 1, Chapter 121 of the FDM using the Alternative Technical Concept (ATC) process.

The Design-Build Firm shall include a Landscape Architect duly authorized to practice Landscape Architecture in the State of Florida consistent with State Statute 481 part II. The Design-Build Firm's Landscape Architect (DBLA) shall review and identify future unencumbered landscape areas for this Project. This Project shall reserve landscape opportunities and implement the FDOT Highway Beautification Policy. Landscape construction will be performed by others and not included with this Project. Areas shall be identified in the Design-Build Firm's Proposal Plans as "future landscape areas to be constructed by others". Coordination will be required by the Design-Build Firm and the District Landscape Architect. Coordination between Design-Build Firm's Landscape Architect, the District Landscape Architect and Engineer will be required during the Design-Build plans development process to ensure landscape opportunities are accommodated within the project limits. The DBLA shall be included in the project kick-off meeting and subsequent progress meetings.

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

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

## Right of Way.

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

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

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

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

## **Description of Work**

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

1. Meet all project commitments.
2. Minimize the inconvenience to the travelling public, pedestrians & Stakeholders.
3. Reconstruction of the I-75 interchange at SR 884 (Colonial Blvd) to meet current and ultimate capacity needs.
4. Provide NB & SB auxiliary lanes between the Colonial Boulevard and SR 82 interchanges.
5. The intent of this Project is to replace, repair or rehabilitate all deficiencies within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

The Department invites the Design-Build Firm to propose, for Department consideration and approval, design alternatives different from the provided concept configuration, that will provide for the equal or

better operations and preserve the Ultimate typical section and other Interchange improvements as described in the PD&E, while providing for a fully functioning I-75 Colonial Boulevard Interchange and Colonial Boulevard roadway and intersections.

The different design alternatives proposed by the Design-Build Firm, for Department consideration and approval, shall include a proposed design plan that would provide for an Interim/Ultimate staged construction approach, that minimizes throwaway material from the completed Interim designed construction project, to the completed future Ultimate I-75 widening construction project.

In addition to the Interchange and Colonial Blvd improvements, the Department also requires auxiliary lanes added to Northbound and Southbound I-75 between and connecting the Colonial Boulevard and SR 82 interchanges. The concept plans provided with this RFP do not show the required auxiliary lanes. I-75 shall be milled and resurfaced for the length of the new auxiliary lanes and shall meet all FDOT design requirements. The stormwater for the additional lanes shall be accommodated through the Joint Use Pond Agreement (JUPA) with the Forum (Development East of I-75 on Form Blvd). A copy of the JUPA is provided with this RFP. Runoff from I-75 is piped via an existing double 66-inch pipe to the Joint Use Pond. Hydroplaning analysis shall be required for I-75 Northbound and Southbound within the project limits.

The Northbound off-ramp at SR 82 and the Southbound off-ramp at Colonial Blvd. will be modified to a two-lane diverge for lane balance purposes per the Final IMR page 1-10. This does not require the D-B firm to re-evaluate the IMR.

Provide overhead signs in conformance with FDM 230.2.2, Overhead Signs on Limited Access Facilities.

Replace the median cable barrier between Colonial Blvd and SR 82 with double-face guardrail. If the Design-Build Firm uses an MOT scheme which impacts the existing cable barrier south of Colonial Blvd, that entire cable barrier should also be replaced with double-face guardrail.

The existing I-75 bridges were previously widened with FPID: 411036-1 I-75 from S of Colonial Blvd to S of SR 82. This project's as-builts are included in the reference information.

Existing Bridges:

Bridge No. 120121 - Over Colonial Boulevard NB

Bridge No. 120120 - Over Colonial Boulevard SB

The project reconstruction and widening limits are as follows: These project limits do not include Maintenance of Traffic (MOT), signing, ITS or other improvements necessary to support the construction of the project.

1. Colonial Boulevard; approximately ¼ mile west of Ortiz Avenue to approximately ¼ mile east of Dynasty Drive. (Sta 293+58.33 to Sta 378+79.66)
2. I-75 (NB & SB Sta 289+13.35 to Sta 343+78.35)

The Interchange Modification Report (IMR) (finalized 2017) selected a Diverging Diamond Interchange (DDI) configuration as the preferred interchange type. This interchange alternative eliminates on and off-ramp conflicts with through lanes while improving signal spacing. This alternative will not require replacement of the recently widened I-75 bridges. The SR 884 to I-75 northbound on-ramp shall contain two lanes at the gore point, that will merge into one mainline auxiliary lane beyond. The concept plans provided with this RFP only provided one lane at the gore point. An IMR Reevaluation associated with this revision will be completed by the Department.

On Colonial Boulevard at the Ortiz Avenue intersection, a Continuous Flow Intersection (CFI), where some or all of the left turn movements begin before the crossing intersection, was identified as the preferred

alternative. The AM peak is projected to be over 1,300 left turning vehicles from westbound Colonial Boulevard to southbound Ortiz Avenue.

A Superstreet (SS) was developed for the Forum Blvd intersection. In a SS, the major roadway, in this case Colonial Boulevard is allowed to make all the movements directly at the minor roadway, in this case Forum Boulevard. However, traffic from Forum Boulevard will be required to make a westbound right turn on to Colonial Boulevard and make a U-turn at a median opening west of the intersection to continue on eastbound Colonial Boulevard.

The spacing between the CFI, DDI, and SS shall be adequate to accommodate vehicle queues and protect the mainline. The adjacent intersections shall be two phase signal operations.

Pedestrians shall go to the median of the DDI and the bike lane shall be separated through the limits of the DDI as shown in the concept plans.

Typical section & PD&E: Improvements to the interchange and along Colonial Blvd, constructed with this project, shall be compatible with the ultimate I-75 improvements depicted in the I-75 Lee County PD&E Study included as a Reference Document. These ultimate improvements include a ten lane facility with two express lanes and three general use lanes in each direction, divided by a 64 foot median with a median barrier to prevent cross over accidents. The express lanes will include 12 foot inside shoulders (10 foot paved), two 12 foot express lanes, a 12 foot outside shoulder and a double faced concrete barrier to separate the express lanes from the general use lanes. The general use lanes are located adjacent to the express lanes and consist of a 12 foot inside paved shoulder, three 12 foot lanes, and a 12 foot outside paved shoulder with a barrier wall/retaining wall providing a 44-foot border width.

Changes to design: It is the responsibility of the Design-Build Firm to account for any changes in the existing conditions and update the plans accordingly. This includes any recent changes that may differ from the concept plans to I-75, Colonial Blvd, and all other intersecting streets within the project limits. The Design-Build Firm will also need to update the plans to account for any new standards.

Minimum mill/resurface of roadway & shoulders: All existing roadway and shoulder surfaces on I-75 and Colonial Boulevard, and on the intersecting roadways shall be milled and resurfaced, between the following station ranges:

I-75 Mainline: NB & SB Sta 289+13.35 to Sta 343+78.35

I-75 ramps: Sta 102+82.13 to Sta 107+28.00 (Ramp A)  
Sta 200+00 to Sta 203+44.99 (Ramp B)  
Sta 254+77 to Sta 256+11.31 (I-75 baseline for Ramp B tie-in)  
Sta 308+29.92 to Sta 312+80.04 (Ramp C2)  
Sta 409+40.00 to Sta 414+20.11 (Ramp D)  
Sta 290+98.30 to Sta 291+19.44 (I-75 baseline for Ramp D tie-in)  
SR 82 to I-75 SB On-Ramp - from I-75 to ramp termination at SR 82  
I-75 to SR 82 NB Off-Ramp - from I-75 to ramp termination at SR 82

Colonial Blvd : Sta 287+89.42 to Sta 293+58.33 (EB)  
Sta 289+31.28 to Sta 293+95.76 (WB)

Colonial Blvd : Sta 287+89.42 to Sta 293+58.33 (EB)  
Sta 289+31.28 to Sta 293+95.76 (WB)

Sta 315+36.20 to Sta 318+80.14 (EB & WB)

Sta 367+72.12 to Sta 378+79.66 (EB)

Sta 369+62.67 to Sta 378+79.41 (WB)

Six Mile Cypress: Sta 36+94.15 to Sta 49+49.65

Ortiz Avenue: Sta 11+06.58 to Sta 19+29.68

Rolfes Road: Sta 15+98.16 to Sta 19+36.84

Forum Blvd: Sta 32+04.29 to Sta 35+95.29

Minimum milling depth shall be 2" to ensure that no existing friction is left over.

Bus Routes & Coordination: LeeTRAN Bus Routes shall remain in service. The Design-Build firm will need to coordinate with LeeTRAN prior to construction activities and discuss the impacts and construction schedule for the bus stop.

Rolfes Road: The concept plan identifies Rolfes Road being modified into a right-in-only one-way street at Colonial due to the new alignment for the DDI signal at the I-75 interchange. If the Design Build Firm's design also includes Colonial Blvd features that requires Rolfes Road to transition to a right-in-only one-way street, access shall be maintained for the properties on either side of Rolfes Road as shown on the Concept Plans.

Wal-Mart Ingress/Egress to/from Colonial: The concept plans include modification to the existing entrances/exits for Wal-mart and outparcels. At meetings held in 2019 with Wal-Mart management, Wal-mart agreed to consider accepting license agreements to construct the modifications shown in the concept plans. FDOT informed Wal-mart that the final design may be different than that identified in the concept plan and modifications may or may not be required for the DBF's final design. The Design-Build firm's final design shall incorporate these on-site modifications, as-needed, and shall coordinate all access changes along Colonial Blvd per access management review standards within this project.

Existing lighting: Existing lighting or equivalent shall be maintained at all time during construction.

ITS: The Design-Build firm shall replace any Intelligent Transportation Systems (ITS) infrastructure impacted by the project, in like kind. ITS infrastructure includes the Freeway Management System (FMS) on I-75 managed by the Department and the Advanced Traffic Management System (ATMS) on Colonial Blvd managed by Lee County. ITS operability shall be maintained at all times. The Design-Build firm shall develop a Maintenance of Communications (MOC) Plan to address possible downtime of associated communications networks. The Design-Build Firm shall install a new wrong way vehicle detection systems (WWVDS) advanced countermeasures at both off-ramps from I-75.

Emergency Stopping Site: Provide one Emergency Stopping Site at each I-75 off ramp to Colonial Blvd. Deceleration Length from mainline gore to start of Emergency Stopping Site is to be based desirably on 70 mph to 0 mph, but no less than 70 mph to 20 mph. The typical Emergency Stopping Site should be 24 feet wide by 150 feet long. Tapers into and out of the site are to be used. The site should be offset 8 feet from the outside edge of shoulder pavement creating a paved flush island either left or right side of the ramp. The width (24-foot typical) can vary, depending upon location, from a minimum of 12 feet to a maximum of 36 feet. The area of storage for vehicles should be desirably 3600 square feet, but no less than 3000

square feet. The eight (8) foot wide flush island should be striped (18 inches wide/45°/10' C-C). Place tubular markers at 10-foot centers in the centerline of the flush island. The pavement for the Emergency Stopping Sites, including the flush island, is to be the same as new mainline shoulder construction. Mainline signing and ramp signing is required to identify the Emergency Stopping Sites. The site is also required to have signing identifying it as an Emergency Stopping Site. The provided concept plans include emergency stopping sites.

Wrong-way Driving Advanced Countermeasures: Provide one Wrong-way Vehicle Detection System for each I-75 off ramp to Colonial Blvd. Each site shall be hard-wired into the existing ITS FMS network and electrical system. The placement of Wrong-way Vehicle Detection equipment shall be consistent with Developmental Specification 660WWD, Standard Plans Interim Revision IR700-120-01, and FDOT Design Manual 230.4.

All work described above is to include all ancillary construction work (clearing and grubbing, earthwork, shoulder widening, resurfacing, driveways, guardrail, retaining wall, noise barrier, signalization, etc.) required to meet all project design criteria, permitting requirements, project commitments, and current and future capacity and Level of Service requirements.

**Environmental:**

Compliance with all PD&E Environmental Commitments is the responsibility of the Design-Build Firm which include:

1. Gopher tortoise: Due to the presence of gopher tortoise habitat within the project, a gopher tortoise survey within appropriate habitat will be performed by the Design-Build Firm within construction limits (including roadway footprint and stormwater management ponds) prior to construction per Florida Fish and Wildlife Conservation Commission (FFWCC) guidelines. The Design-Build Firm shall submit a Gopher Tortoise Survey report to the District 1 Environmental Management Office for their review and use in the Construction Authorization Re-evaluation. The Design-Build Firm will secure any relocation permits needed for this species during the project permitting and construction phases of the project.
2. Bald eagle: Should a bald eagle nest be built prior to construction within 660 feet of the construction limits, further coordination will occur with the FFWCC and/or USFWS as appropriate.
3. Eastern indigo snake: The USFWS' most current version of the Standard Protection Measures for the Eastern Indigo Snake will be adhered to during construction of the project.

It is the intent to always preserve existing vegetation including trees and palms that do not conflict with proposed improvements. Tree and palm protection shall comply with FDOT Standard Plans for Road and Bridge Construction (Standard Plans), Index 110-100. Within the Project limits and within the Project Right of Way, it will be the responsibility of the Design-Build Firm to identify and remove all Category 1 invasive exotics as defined by the Florida Exotic Pest Plant Council ([www.fleppc.org](http://www.fleppc.org)).

The intent of this Project is to replace, repair or rehabilitate all deficiencies noted in the RFP within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

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

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

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

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

The Design-Build Firm will provide litter removal and mowing within the project limits in accordance with Specification Section 107 with a once every 30 calendar days mowing frequency and a once every 30 calendar days litter removal.

## **B. Department Responsibility**

The Department will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The Department will provide Project specific information and/or functions as outlined in this document.

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

The Department will determine the environmental impacts and coordinate with the appropriate agencies during the preparation of NEPA or SEIR Reevaluations. For federal projects, NEPA Reevaluations will be processed by the Department’s EMO Office for approval by OEM pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated December 14, 2016 and executed by the FHWA and the Department.

## II. Schedule of Events.

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

<b>Date</b>	<b>Minimum # of Days</b>	<b>Event</b>
<u>08/19/2019</u>	21	Planned Advertisement
<u>09/10/2019</u>	0	Official Advertisement
<u>10/02/2019</u>	22	Letters of Interest for Phase I of the procurement process due in District Office by 05:00 pm local time
<u>10/23/2019</u>	21	Proposal Evaluators submit Letter of Interest Scores to Contracting Unit 12:00 pm local time
<u>10/28/2019</u>	5	Contracting Unit provides Letter of Interest scores and Proposal Evaluators comments to Selection Committee 12:00 pm local time
<u>10/31/2019</u>	3	Public Meeting of Selection Committee to review and confirm Letter of Interest scores 10:00 am local time
<u>10/31/2019</u>	0	Shortlist Posting Date
<u>11/5/2019</u>	5	Final RFP provided to Design-Build firms continuing to Phase II of the procurement process
<u>11/15/2019</u>	10	Mandatory Pre-proposal meeting at 09:30 am local time in District Office Bartow. All Utility Agency/Owners that the Department contemplates an adjustment, protection, or relocation is possible are to be invited to the mandatory Pre-Proposal meeting.
<u>11/15/2019</u>	0	Utility Pre-Proposal Meeting facilitated by the District Utility Engineer at 10:00 am local time in District Office Bartow.
<u>11/21/2019</u>	6	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1
<u>11/27/2019</u>	6	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
<u>12/05/2019</u>	8	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 90 Minutes will be allotted for this Meeting.
<u>12/05/2019</u>	0	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2
<u>12/12/2019</u>	7	Deadline for Design-Build Firm to submit preliminary list of One-on-One Alternative Technical Concepts prior to Alternative Technical Concept



		Discussion Meeting No. 2
<u>12/17/2019</u>	5	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 90 Minutes will be allotted for this Meeting.
<u>01/13/2020</u>	27	Deadline for submittal of Alternative Technical Concept Proposals 05:00 pm local time.
<u>01/13/2020</u>	0	Final deadline for submission of requests for Design Exceptions or Design Variations.
<u>02/07/2020</u>	25	Addendum issued for approved Design Exceptions.
<u>02/14/2020</u>	7	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 3 12:00 pm local time
<u>2/21/2020</u>	7	One-on-One Alternative Technical Concept Discussion Meeting No. 3. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to <u>12/17/2020</u> for which the Department requested additional information and were not approved or for new ATCs that are a direct response to an Addendum issued on or after <u>12/18/2019</u>
<u>02/28/2020</u>	7	Deadline for submittal of Alternative Technical Concept Proposals for which the Department requested additional information and were not approved or for new ATCs that are a direct response to an Addendum issued on or after <u>2/7/2020</u> . Deadline is 5:00 pm local time.
<u>03/13/2020</u>	14	DDE completes review of ATCs and notifies Design-Build Firms.
<u>03/27/2020</u>	14	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
<u>04/03/2020</u>	7	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.
<u>04/08/2020</u>	5	Technical Proposals due in District Office by 05:00 p.m. local time.
<u>04/08/2020</u>	0	Deadline for Design-Build Firm to “opt out” of Technical Proposal Page Turn meeting.
<u>04/15/2020</u>	7	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
<u>05/06/2020</u>	21	Question and Answer Written Responses. Deadline for the Department to provide a list of questions/clarifications for the Design-Build Firm to answer.
<u>05/15/2020</u>	9	Deadline for submittal of Written Responses to the Department’s questions/clarifications from the Design-Build Firm. 05:00 pm local time.
<u>05/22/2020</u>	7	Deadline for submittal of follow up questions to previously submitted Written Responses to the Department’s questions/clarifications from the Design-Build Firm. 05:00 pm local time.
<u>05/27/2020</u>	7	Deadline for submittal of Written Responses to the Department’s follow up questions. 02:00 pm local time
<u>05/27/2020</u>	0	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
<u>06/04/2020</u>	7	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
<u>06/08/2020</u>	3	Price Proposals due in District Office by 11:00 am local time.

<b>06/08/2020</b>	0	Public announcing of Technical Scores and opening of Price Proposals at 11:00 am local time at District Office Bartow.
<b>06/18/2020</b>	10	Public Meeting Date of Selection Committee to determine intended Award
<b>06/18/2020</b>	0	<b>Final Selection Posting Date</b>
<b>06/29/2020</b>	14	FHWA Concurrence to Award
<b>07/06/2020</b>	7	Anticipated Award Date
<b>07/16/2020</b>	10	Anticipated Execution Date

### III. Threshold Requirements.

#### A. Qualifications

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

#### B. Joint Venture Firm

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

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

#### C. Price Proposal Guarantee

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

#### D. Pre-Proposal Meeting

Attendance at the pre-proposal meeting is mandatory. Any Short-Listed Design-Build Firm failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of this meeting is to provide a forum for the Department to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, Design Exceptions, Design Variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require 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 Projects of Division Interest (PoDIs), in order to discuss the Project in detail and to clarify any concerns. Proposers shall direct all questions to the Departments Question and Answer website:

<https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/>

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

#### **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 Projects of Division Interest (PoDIs). 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 Written Response occurs, per the Schedule of Events section of this RFP. The Department will terminate the page-turn meeting promptly at the end of the allotted time. The Department will record all of the page-turn meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. Roll plots submitted with the Technical Proposal and an unmodified aerial or map of the project limits provided by the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Department upon conclusion of the page turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page turn meeting is expressly prohibited. Upon conclusion of the thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Department.

#### **F. Question and Answer Written Responses**

The Department will provide all proposed questions to each Design-Build Firm as it relates to their Technical Proposal approximately 1 (one) week before the written Q & A letter is due.

The Design-Build Firm shall submit to the Department a written letter answering the questions provided by the Department. The questions and written answers/clarifications will become part of the Contract Documents and will be considered by the Department as part of the Technical Proposal.

One (1) week prior to the Price Proposal due date the Design-Build Firm shall submit to the Department a written statement as follows: “[insert name of the Design-Build Firm] confirms that, despite any provision in the Design-Build Firm’s Technical Proposal or any Q&A written response letter that may be inconsistent with the other requirements of the Contract Documents, [insert name of the Design-Build Firm] intends to comply fully with the requirements otherwise provided for in the Contract Documents, except for, pursuant to Subsection 5-2 Coordination of Contract Documents of the Design-Build Division I Specifications, any [insert name of Design-Build Firm]’s statements, terms, concepts or designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required which such statements, terms, concepts and designs are the obligations of [insert name of the Design-Build Firm].” In case of the failure of the Design-Build Firm to timely provide such a written statement, the Department may determine the Design-Build Firm to be deemed non-responsive.

### **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, F.A.C., any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within 10 days after the filing of the notice of protest. The formal written protest shall be filed within 10 days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest to:

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

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

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

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

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

the event an individual, firm, partnership, or corporation is on the United States Department of Labor's System for Award Management (SAM) list.

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

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

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

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

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

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

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

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

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

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

The Department does not guarantee the details pertaining to borings, as shown on any documents supplied by the Department, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

#### **L. Design-Build Contract**

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

The terms and conditions of this contract are fixed price and fixed time. The Design-Build Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

### **IV. Disadvantaged Business Enterprise (DBE) Program.**

#### **A. DBE Availability Goal Percentage:**

The Department of Transportation has an overall, race-neutral DBE goal. This means that the State's goal is to spend a portion of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Department believes that the overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown in the Project Advertisement and on the bid blank/contract front page under "% DBE Availability Goal". The Department has determined that this DBE percentage can be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

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

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE's, as well as actual dollars paid to DBE's. This information is being collected through the Department's Equal Opportunity Compliance (EOC) system. Additional requirements of the Design-Build Firm may be found in Chapter 2 of the FDOT Equal Opportunity Construction Contract Compliance Manual.

**B. DBE Supportive Services Providers:**

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

**C. Bidders Opportunity List:**

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

A Bid Opportunity List should be submitted through the Equal Opportunity Compliance system which is available at the Equal Opportunity Office Website. This information should be entered into the Equal Opportunity Compliance System within 3 business days of submission of the bid or proposal.

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

**A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Department, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Department at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. 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, FDOT Standard Plans and applicable Interim Revisions 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 Design Manual (FDM)  
<http://www.fdot.gov/roadway/FDM/>
2. Florida Department of Transportation Specifications Package Preparation Procedure  
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Standard Plans for Road and Bridge Construction  
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)

- <http://www.fdot.gov/roadway/FDM/>
5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<http://www.fdot.gov/programmanagement/default.shtm>
  6. Florida Department of Transportation Surveying Procedure 550-030-101  
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
  7. Florida Department of Transportation EFB User Handbook (Electronic Field Book)  
[http://www.fdot.gov/geospatial/doc\\_pubs.shtm](http://www.fdot.gov/geospatial/doc_pubs.shtm)
  8. Florida Department of Transportation Drainage Manual  
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
  9. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
  10. Florida Department of Transportation Structures Manual  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
  11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
  12. 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)
  13. MUTCD - 2009  
<http://mutcd.fhwa.dot.gov/>
  14. Safe Mobility for Life Program Policy Statement  
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
  15. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
  16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015  
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
  17. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
  18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
  19. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
  20. Florida Department of Transportation Utility Accommodation Manual  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd\\_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0)



21. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
22. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual  
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual  
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
27. Florida Department of Transportation Intelligent Transportation System Guide Book  
[http://www.fdot.gov/traffic/Doc\\_Library/Doc\\_Library.shtm](http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm)
28. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications  
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
29. AASHTO Guide for the Development of Bicycle Facilities  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=116](https://bookstore.transportation.org/collection_detail.aspx?ID=116)
30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).  
[http://www.fhwa.dot.gov/engineering/hydraulics/library\\_arc.cfm?pub\\_number=17](http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17)
31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways  
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
33. Florida Department of Transportation Driveway Information Guide  
<http://www.fdot.gov/planning/systems/programs/sm/aceman/pdfs/driveway2008.pdf>
34. AASHTO Highway Safety Manual  
<http://www.highwaysafetymanual.org/>
35. Florida Statutes  
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
36. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual  
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>

## **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 Department has chosen to incorporate in the Design-Build method of project delivery the process whereby Design-Build Firms may propose innovative technical solutions for the Departments approval which meet or exceed the goals of the project. The process involves the submission of an Alternative Technical Concept (ATC) as outlined below. This process has shown to be very cost effective in providing the best-value solution which often times is a result of the collaborative approach of the contractor and their designer which is made possible with the Design Build project delivery method and the ATC process.

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 to utilize prior to Technical Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the Department for consideration through the ATC process. ATCs also include items defined in FDM, Part 1, Chapter 121.3.2. 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.

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:

- Department Commitments included in the RFP.
- Reduction of the number of Lanes, Lane Widths, and Shoulder Widths as shown in the Concept Plans and Typical Section Package. (Except that the Department's requirement to include Auxiliary lanes per Introduction Description).
- Reductions in the Level of Service or increase in Delay compared to the IMR included in the RFP as a Reference Document.

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 Firms specific ATC proposal. Prior to approving ATC's 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:

- Changes to the RFP pavement types or minimum pavement design requirements.
- New Design Exceptions required or modifications to Department approved Design Exceptions already provided in the Attachments.
- Significant changes in scope as determined by the Department.

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, as defined below, 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.

- Alternate Interchange Geometric Layouts depicted in the Concept Plans,
- Alternate Horizontal Alignments than those depicted in the Concept Plans,
- Alternate Vertical Alignments than those depicted in the Concept Plans,
- Modifications to the horizontal and/or vertical geometry requiring an ATC submittal as described in Section VI.G of this RFP
- Modifications to the Typical Section Package directly related to the horizontal and/or vertical geometry
- Station limits of the milling and resurfacing and reconstruction designs in the Department's Approved Pavement Design package may be adjusted to meet the D/B Firm's means and methods. Milling depths and pavement layer thicknesses including stabilization, base groups, structural course, and friction course shall meet or exceed those in the Department's Approved Pavement Design package.

## **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 ATC's 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. FHWA should be invited to ATC meetings for all PoDI projects. 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.

The Department will return all handouts back to the Design-Build Firm except one copy to remain in the secure procurement file.

### **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 discussed and submitted prior to the deadline shown in the Schedule of Events of this RFP.

All ATC submittals are required to be on plan sheets or on roll plots no wider than 36" 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 as applicable;
- 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 (during 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 including the traffic operational analysis if requested by the Department;
- 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 Design Engineer, District Construction Engineer, District Maintenance Engineer, State Structures Design Engineer, State Roadway Design Engineer, FHWA, as applicable) as necessary, and respond to the Design-Build Firm in writing within 14 calendar days of receipt of the ATC submittal as to whether the ATC is acceptable, not acceptable, or requires additional information. 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 of the 14 day deadline with an estimated timeframe for completion.

Approved Design Exceptions 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). 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, 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.

Through the ATC process, the Design-Build Firm may submit, and the Department may consider, geometric modifications to the Concept Plans or other contract requirements that will provide an engineering solution that is better overall in terms of traffic flow and reduced congestion. The approval of ATCs related to improvements of traffic flow and reduced congestion is at the sole discretion of the Department. It is the Design-Build Firm's responsibility to clearly establish in the ATC process how the engineering solution provides a benefit to the Department and identify areas of conflict outlined in the RFP.

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. All Department approvals of ATC submissions are based upon the known impacts on the Project at the time of submission. The Department reserves the right to require a modification or amendment to a previously approved ATC as a result of a contract change which is issued by an addendum subsequent to the Department's initial approval of the ATC.

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

The Design-Build Firm will have the option to include any Department Approved ATC's in the Technical Proposal. The Proposal Price should reflect any incorporated ATC's. All approved ATC's 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:**

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

- Assure the protection of the Eastern indigo snake during construction. Abide by US Fish and Wildlife Service's (USFWS) August 12, 2013 update of the "Standard Protection Measures for the Eastern Indigo Snake".
- If Florida Sandhill Crane nests, Gopher tortoise burrows, Bald Eagle nests are discovered within or immediately adjacent to the project limits, report them to FDOT District 1 Environmental Management Office.
- Lighting improvements that would minimize the amount of nighttime light outside of the I-75 corridor will be strongly considered during the 2030 Ultimate Improvements phase when such improvements are most feasible. This commitment pertains to the 2030 Ultimate Improvements only. (There is generally existing roadway lighting within the I-75/Colonial Boulevard interchange and adjacent portions of Colonial Boulevard. Given the new DDI-CFI-SS configuration, the existing roadway lighting may need to be relocated or otherwise reconfigured. Although the proposed interchange configuration will accommodate the 2030 Ultimate configuration, the current project is not widening the I-75 mainline to the ultimate 10-lane condition. This commitment will be revisited as needed during the future Design phase for the 2030 Ultimate Improvements for I-75.)
- To help assure that protected species are not adversely affected by future project activity (i.e., construction activity) outside the proposed ROW, and by those activities where their locations have not been identified (e.g., staging/disposal areas, fill/disposal areas, and access roads), the FDOT is committed to siting activities outside of protected species habitat to the fullest extent practicable. Additionally, consideration for protected species involvement will be incorporated into the project design to avoid adverse effects. In the event that occupied protected species habitat cannot be avoided, the FDOT will coordinate with the USFWS to minimize and/or mitigate any impacts.
- The project will result in 2.54 acres of unavoidable wetland impacts, which are proposed to be mitigated through the purchase of 1.63 WRAP credits from the Corkscrew Regional Mitigation Bank. Coordination of project wetland impacts and compensatory mitigation is being completed with the USACE and SFWMD as part of the project's environmental permitting. The Department is providing the forested credits for this project.
- As documented within the two Level I and Level II Contamination Screening Reports (CSER) completed for the I-75 and Colonial Boulevard roadways and associated pond sites (both dated February 2019), only four Medium Risk sites were documented adjacent to the project. These sites were as follows: Shell Colonial #412 (retail gas station); Murphy USA (retail gas station); 7-11 (retail gas station) and Circle K #2709773 (retail gas station, shown as PD&E Site P18). All of these sites are along Colonial Boulevard west of I-75. Based on the Level I and Level II data, the known and potential contamination-related impacts to construction are not significant and will be addressed by the District One Contamination Assessment and Remediation (CAR) Contractor with construction. Currently, anticipated contamination-related support activities would be limited to the proper disposal of contaminated media at a licensed facility and dewatering effluent treatment. Associated environmental sampling and monitoring tasks may also be required as a component of these support activities. If contamination is discovered during construction activities, this will be addressed as prescribed within Section 120-1.2 of the FDOT's Standard Specifications for Road and Bridge Construction.
- Best Management Practices will be used to minimize construction impacts on air, noise, vibration, and water quality. To minimize short-term impacts, the contractor shall adhere to the FDOT's Standard Specifications for Road and Bridge Construction as directed by the FDOT

Project Engineer. Specific noise level problems that may arise during construction of the project will be addressed by the FDOT's Construction Engineer in cooperation with the appropriate District Environmental Specialist. The FDOT and the selected Design/Build contractor are required to comply with the FDOT Standard Specifications for Road and Bridge Construction as a matter of standard practice.

- Joint Use Pond Agreement (JUPA)

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

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the Department is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the Project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the District Environmental 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 and public notice fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm. The Design-Build Firm shall be responsible for complying with all permit conditions.

The Department is responsible for providing mitigation of all wetland impacts in SFWMD Application #

190320-15 and ACOE SAJ# 2018-03157. If any design modifications by the Design-Build Firm propose to increase the amount of wetland impacts such that mitigation is required, the Design-Build Firm shall be responsible for providing the Department information on the amount and type of wetland impacts as soon as the impacts are identified (including temporary impacts and/or any anticipated impacts due to construction staging or construction methods). Prior to submitting a permit modification to a regulatory agency, the Design-Build Firm shall provide the Department a draft of all supporting information. The Department will have up to 15 calendar days (excluding weekends and Department observed holidays) to review and comment on the draft permit application package. The Design-Build Firm will address all comments by the Department and obtain Department approval, prior to submittal of the draft permit application package. The Design-Build Firm shall be solely responsible for all time and costs associated with providing the required information to the Department, as well as the time required by the Department to perform its review of the permit application package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

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

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

**F. Railroad Coordination (N/A)**

**G. Survey:**

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the District Surveyor in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying and Mapping Procedure, Topic Nos. 550-030-101, and the Surveying and Mapping Handbook.



The Design-Build Firm shall provide final Right of Way survey and mapping services unless the Department determines it is not needed for the Project. The scope of work shall include performing appropriate Right of Way survey for the proposed Project, including mainline alignment, side streets as needed, as well as all Right of Way interests.

The Design-Build Firm shall provide final Right of Way maps unless the Department determines it is not needed. These maps and any associated sketches, legal descriptions and all associated necessary documentation, field data collection and any other supporting documentation shall be included as part of the Construction Set of plans submitted by the Design Build Firm.

## **H. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing Department records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

## **I. Submittals:**

### **1. Component Submittals:**

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the FDOT Design Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, landscape, architectural, structural, and toll facilities. The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

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

### **2. Phase Submittals:**

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

and sealed plans and specifications as “Released for Construction”.

Submit for Department’s review and approval the Independent Peer Review Firm’s comments, design verifications calculations, and the EOR’s response to the Independent Peer reviewer’s comments in conjunction with the submittal of the 90% component bridge plans for Category 2 Bridge Structures. The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

### **90% Phase Submittal**

11” X 17” plans (all required components)  
Signed and sealed geotechnical report  
Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period  
Signed and sealed Bridge Hydraulic Report  
Design Documentation Report(s)  
Technical Special Provisions  
Landscape Opportunity Plans  
Bridge Load Rating Calculations  
Completed Bridge Load Rating Summary Detail Sheet  
Load Rating Summary Form  
Independent Peer Review Certification Letter.  
Independent Peer Review Firm’s comments, design verification calculations, and the EOR’s response to the Independent Peer reviewer’s comments  
CADD Files, including 3D Design Files  
QC Plans and Documentation for each component submittal  
1 copy of the Maintenance of Communication plan  
Google Earth ready KMZ files showing both existing and proposed information.  
(individual disciplines shall be on separate layers)

All of the information listed above shall be submitted electronically in .pdf format.

The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal. If the Department requires more than 2 resubmittals a submittal workshop between the Department and the Design-Build Firm must be held to resolve any outstanding issues or comments.

### **Final Submittal**

1 hard copy set of signed and sealed 11” X 17” plans (all required documents)  
Signed and sealed 11” X 17” plans (all required documents)  
1 hard copy set of signed and sealed design documentation  
Signed and sealed design documentation  
Settlement and Vibration Monitoring Plan (SVMP)  
Landscape Opportunity Plans  
Final documentation

Signed and sealed Bridge Load Rating Summary Detail Sheet  
Signed and sealed Load Rating Summary Form  
Signed and sealed Construction Specifications Package or Supplemental Specifications Package  
Signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package  
Technical Special Provisions  
Independent Peer Reviewer's signed and sealed cover letter that all comments have been addressed and resolved.  
Independent Peer Review Firm's analysis of the adequacy of the EOR's response to the comments previously provided by the Department and the signed and sealed Peer Review Certification letter.  
Expand the Peer Review Certification letter to state that the Design-Build Firm has provided the Independent Peer Reviewer with all Department or Department Representative Electronic Review Comments (ERC); that the comments have been reviewed and have been attached to the Certification Letter; that the comments have been accounted for in the review.  
Maintenance of Communication plan  
Test Procedures for the Intelligent Transportation Systems elements  
Independent Peer Review Firm's comments, design verification calculations, and the EOR's response to the Independent Peer reviewer's comments with a statement that all comments have been addressed and are resolved.  
CADD files including 3D Design Files  
Google Earth ready KMZ files showing both existing and proposed information. (individual disciplines shall be on separate layers)

All of the information above shall be submitted electronically in .pdf format, along with the designated hard copy, CADD, and KMZ components.

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the Department) made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to stamping the plans or specifications "Released for Construction." The Design-Build Firm shall provide a signed certification that all Electronic Review Comments (ERC) have been resolved to the Department's satisfaction as a requirement before obtaining "Released for Construction" plans.

### **3. Requirements to Begin Construction:**

The Department's indication that the signed and sealed plans and specifications are "Released for Construction" authorizes the Design Build Firm to proceed with construction based on the contract plans and specifications. The Department's review of submittals and subsequent Release for Construction is to assure that the Design-Build Firm's EOR has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the contract documents. The Department's review is not meant to be a complete and detailed review. No failure by the Department in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for the Design-Build Firm's entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the Engineer of Record to resolve the items not in compliance with the contract, errors or omissions

at no additional cost to the Department and all revisions are subject to the Department's approval.

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Department stamping the plans and specifications Released for Construction except for bridge construction. Any Utility Work by Highway Contractor Agreement (UWHCA) shall require written approval to begin construction from the affected UA/O. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 8 1/2" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. The UWHCA plans shall be developed in Microstation or AutoCAD based on the UA/O's preferred software. Beginning construction prior to the Department stamping the plans and specifications Released for Construction does not reduce or eliminate the Phase Submittal requirements.

### **As-Built Set:**

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the FDOT Design Manual.

Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the Department in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Department review and acceptance as a condition precedent to the Departments issuance of Final Acceptance.

The Design-Build Firm shall submit the ITS As-Built documentation per section 611-2.3 of the Standard Specifications for Road Construction 90 days prior to anticipated Final Acceptance. The Design-Build Firm shall follow the ITS Facilities Management (ITSFM) requirements as shown on the Department website: <http://www.fdot.gov/Traffic/ITSFM/>. All personnel collecting ITSFM data shall complete the training established by FDOT. Information on the required training is also available on the ITSFM website.

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

The Department shall accept the As-Built Plans and related documents when in compliance with Design Build Division I Specification 7-2.3, As-Built Drawings and Certified Surveys, and the As-Built Requirements.

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

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys
- 2 sets of 11 "X 17" copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey)
- 1 copy of Landscape Opportunity Plans
- 1 signed and sealed copy of the Bridge Load Rating Summary Form and

Calculations based on as-built conditions

- 2 sets of final documentation (if different from final component submittal)
- 2 sets of survey information, including electronic files and field books
- 1 copy of the final RTVM
- 1 copy of the final operational test documentation signed
- CADD Files
- 1 Final Project submittal containing the information above shall be electronic in .pdf format

The Design-Build Firm shall complete and submit on DVD in editable and PDF format to the District ITS Project Manager the ITS Facilities Management (ITS FM) electronic entry forms for the entire ITS infrastructure, field elements, pull boxes, and splice boxes.

In addition to the specific UA/O requirements as provided in the Attachments, the Design-Build Firm shall furnish the following to each UA/O upon Project completion:

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys
- 3 sets of 11 "X 17" copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey)
- 1 set of final documentation (if different from final component submittal)
- 2 Final Project DVDs which contain pdf files and either MicroStation or AutoCAD files of the plans, whichever the UA/O requests

#### **4. Milestones:**

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

- Requirements Traceability Verification Matrix (RTVM ) – Submitted monthly with the Certified Monthly Estimate and Payment
- Prior to any 90% component submittals, the Design-Build Firm shall obtain approvals from the Department for the following items:
  1. Pavement Design Package
  2. Typical Section Package
  3. Design Exception Package
  4. Design Variation Package

#### **5. Railroad Submittals: (N/A)**

#### **J. Contract Duration:**

The Department has established a Contract Duration of 1000 calendar days for the subject Project.

Refer to the Design-Build Division 1 Specifications Attachment for Incentives-Disincentives Special Provisions.

**K. Project Schedule:**

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

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

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

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Design Survey
- Submittal Reviews by the Department and FHWA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Application
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Signalization and Intelligent Transportation System Testing
- Lighting Design
- Lighting Construction

- Maintenance of Traffic Design
- Landscape Opportunity Plans
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Utility Design and Permitting
- Utility Construction
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

**L. Key Personnel/Staffing:**

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

**M. Partner/Teaming Arrangement:**

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

**N. Meetings and Progress Reporting:**

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

- Design workshops
- Department technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Pavement Design Meeting
- Drainage Design coordination meetings
- Permit agency coordination
- Scoping Meetings
- System Integration Meetings
- UA/O UWHCA Coordination
- Public meetings
- Project/stakeholder coordination meetings

- Pre-activity meetings
- Partnering Meetings
- DRB Meetings

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

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

The Design-Build Firm shall meet with the Department's Project Manager at least thirty (30) calendar days before beginning system integration activities. The purpose of these meetings shall be to verify the Design-Build Firm's ITS and signalization integration plans by reviewing site survey information, proposed power modifications, proposed splicing diagrams, IP addressing schemes, troubleshooting issues, and other design issues. In addition, at these meetings the Design-Build Firm shall identify any concerns regarding the Integration and provide detailed information on how such concerns will be addressed and/or minimized. The Design-Build Firm is responsible for providing all required information at the meeting. In the event the information is incomplete or inaccurate, the meeting shall be rescheduled with corrected information. Integration cannot proceed until a minimum of 14 calendar days has elapsed following the complete and accurate submittal of required documents at the pre-integration meeting.

The Design-Build Firm shall provide all documentation required to support system integration meetings, including detailed functional narrative text, system and subsystem drawings and schematics. Also included shall be the documentation to demonstrate all elements of the proposed design which includes, but is not limited to: technical, functional, and operational requirements; ITS/communications; equipment; termination/patch panels; performance criteria; and details relating to interfaces to other ITS subsystems.

System Integration Meetings will be held on mutually agreeable dates.

All action items resulting from the System Integration Meeting shall be satisfactorily addressed by the Design-Build Firm and reviewed and approved by the Department.

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

## **O. Public Involvement:**

### **1. General:**

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The Department, or its designated representative, will serve as the Public Involvement Consultant (PIC) to carry out an exhaustive Public Involvement Campaign and a marketing effort. The Design-Build Firm will assist the Department in the Public Involvement effort 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 supporting materials necessary for the various public meetings, which may include:

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

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, 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, open houses, and public hearings.

The Design-Build Firm shall, as determined by the Department, attend the meetings with an appropriate number of personnel to assist the CEI/Department. The Design-Build Firm shall forward all requests for group meetings to the CEI/Department. The Design-Build Firm shall inform the CEI/Department 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 advertisements announcing workshops, information meetings, and public meetings will be prepared and paid for by the Department.

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

**5. Public Involvement Data:**

The Design-Build Firm is responsible for the following:

- Coordinating with the Department.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the Department.
- Providing required expertise (staff members) to assist the Department 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, and other agencies.
- Providing information to the Department to keep the Department website current.

The Design-Build Firm shall provide records of all public correspondence, written or verbal, to the Department throughout the life of the Project.

The Design-Build Firm may be asked by the CEI/Department to prepare draft responses to any public inquiries as a result of the public involvement process.

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

**1. Design:**

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

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

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

**2. Construction:**

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

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by the Department. The Design-Build Firm will use the Department's database(s) to allow audits of materials used to assure compliance with the STRG. The Department has listed the most commonly used materials and details in the Department's database. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the State Materials Office website for instructions on gaining access to the Department's databases:

<http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm>

Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Department database in accordance with Section 105 of Standard Specifications.

The Department shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Department's Materials Acceptance Program.

**Q. Liaison Office:**

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

**R. Engineers Field Office:**

The Design-Build Firm is not required to provide an Engineers Field Office.

**S. Schedule of Values:**

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

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

**T. Computer Automation:**

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

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

AutoCAD design files format.

The Design-Build Firm shall furnish the UWHCA plan's CADD files in AutoCAD or MicroStation format. The format shall be as requested by each UA/O. Such files shall also be provided to any other Utility Agency/Owner that requests them.

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

**U. 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.

**V. Testing:**

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

**W. Value Added:**

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

- Roadway features
- Roadway drainage systems,
- Bearings (<< **Delete if Section 475 is included** >>)
- Expansion joints (<< **Delete if Section 475 is included** >>)
- Approach slabs
- Superstructure
- Substructure
- Structure drainage systems (<< **Delete if Section 475 is included** >>)
- Paint systems (<< **Delete if Section 475 is included** >>)
- 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.

**X. Adjoining Construction Projects:**

The Design-Build Firm shall be responsible for coordinating all design, permitting, 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, other regional and state agencies, or private entities. Adjoining construction projects include, but are not limited to:

**Lee County project number CN180064.  
Buc'ees at I-75 and SR 82. Ramp D improvements. Permit No. 36-03802-P**

The Design-Build Firm shall consider and include in the Construction Plans and Bid Price Proposal, any and all temporary detours or diversions required to facilitate traffic movements into and out of the project limits; notwithstanding the alignment, lane positioning and/or grade differences of traffic conditions on those adjacent projects.

**Y. Issue Escalation:**

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

The escalation process begins with the Construction Project Manager. All issues are to be directed to the Construction Project Manager. If the issue cannot be resolved by the Construction Project Manager in coordination with the Resident Engineer and Design Project Manager as applicable, the Construction Project Manager shall forward the issue to the District Construction Engineer who will coordinate with the District Design Engineer, and the District Utility Administrator, as applicable. Each level shall have a maximum of five (5) calendar days (excluding weekends and Department observed holidays) to answer, resolve, or address the issue. The Design-Build Firm shall provide all supporting documentation relative to the issue being escalated. The five (5) calendar day period (excluding weekends and Department observed holidays) begins when each level in the issue escalation process has received all required supporting documentation necessary to arrive at an informed and complete decision. The five (5) calendar day period (excluding weekends and Department observed holidays) is a response time and does not infer resolution. Questions asked by the Department may be expressed verbally and followed up in writing within one (1) calendar day (excluding weekends and Department observed holidays). Responses provided by the Design-Build Firm may be expressed verbally and followed up in writing within one (1) working day. Once a response is received from the District Construction Engineer, the Construction Project Manager will respond to the Design-Build Firm in a timely manner but not to exceed three (3) calendar days (excluding weekends and Department observed holidays).

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

Should an impasse develop, the Dispute Review Board shall assist in the resolution of disputes and claims

arising out of the work on the Contract.

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

### **A. General:**

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

### **B. Vibration and Settlement Monitoring:**

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

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

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

- Identify any existing structures that will be monitored for vibrations during the construction period.
- Establish the maximum vibration levels for existing structures shall not be exceeded.
- Identify any existing structures that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded.
- Identify any existing structures that require pre-construction and post-construction surveys.

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

### **C. Geotechnical Services:**

#### **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 Bidirectional (Osterberg Cell) Load Test or Statnamic Load Test. For Bidirectional Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of one (1) successful load tests must be performed in a representative location:

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 thermal 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 Footings Foundations**

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

1. Evaluating geotechnical conditions and designing the spread footing.

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

### **Auger Cast Piles for Sound Barrier Walls**

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

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

### **Specialty Geotechnical Services Requirements**

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

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

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Department's review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The Department may issue comments and require additional verification testing.

#### **D. Utility Coordination:**

The Design-Build Firm shall be responsible for coordinating with all Utility Agency Owners (UA/Os) that have utilities within the Project Right-of-Way and shall comply with the Contract Documents including rule 14-46.001 (Utility Accommodation Manual) in performing the Utility Adjustment Work.

The Design-Build Firm shall perform all utility coordination duties and responsibilities required in this



RFP.

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 (UCM) shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations
3. Coordinating the Design-Build Firm's Subsurface Utility Engineering (SUE) efforts.
4. 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.
5. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
6. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
7. Identifying, preparing, reviewing, and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
8. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
9. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the Department for review, all Utility Agreements.
10. Resolving utility conflicts.
11. Obtaining and maintaining all appropriate "*Sunshine State One Call of Florida*" tickets.
12. 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.
13. Providing periodic Project updates to the Department Project Manager and District Utility Office as requested.
14. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs between the Department and the utility.
15. Complying with the electrical and communications requirements for toll facilities provided in the GTR.

The following Utility Agency/Owners (UA/O's) have been identified by the Department as having facilities within the Project corridor for which the Department contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the Department as to the eligibility of reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work.

**Summary of UA/Os having facilities within the Proposed Project Limits**

<b>UA/O</b>	<b>Utility Relocation Type</b>	<b>Design-Build Firm Responsibility</b>	<b>Cost Estimate</b>
AT&T <b>Greg Jacobson</b> 813-342-0512 <a href="mailto:gtjacobson@att.com">gtjacobson@att.com</a>	Relocation by UA/O at UA/O Expense	Coordination and Schedule	At UAOs Expense
Florida Power & Light - Distribution <b>Greg Coker</b> (941) 723-4430 <a href="mailto:greg.coker@fpl.com">greg.coker@fpl.com</a>	Relocation by UA/O at UA/O Expense and FDOT Expense	Coordination and Schedule	At UAOs Expense
Century Link <b>Ezekiel (Zeke) Reid</b> 239-336-2030 <a href="mailto:Ezekiel.reid1@centurylink.com">Ezekiel.reid1@centurylink.com</a>	Relocation by UA/O at UA/O Expense	Coordination and Schedule	At UAOs Expense
City of Fort Myers <b>Nicole Monahan</b> 239-321-7459 <a href="mailto:nmonahan@cityftmyers.com">nmonahan@cityftmyers.com</a>	Utility Work By Highway Contractor at UA/O Expense and FDOT Expense	Design, Construction, Coordination, Schedule and all associated Cost	Non-Reimbursable: \$7,535,998 413065-1-56-02
TECO Peoples Gas <b>Marilyn Aloï</b> (239) 896-0812 <a href="mailto:MDAloï@tecoenergy.com">MDAloï@tecoenergy.com</a>	Relocation by UA/O at UA/O Expense	Coordination and Schedule	At UAOs Expense
FiberNet Direct - Crown Castle <b>Elio Viera</b> 786-701-7340 <a href="mailto:Eliacim.Viera@crowncastle.com">Eliacim.Viera@crowncastle.com</a>	Relocation by UA/O at UA/O Expense	Coordination and Schedule	At UAOs Expense
Lee County - Utilities Div <b>Brian Hickey</b> 239-533-8155 <a href="mailto:BHickey@leegov.com">BHickey@leegov.com</a>	Utility Work By Highway Contractor at UA/O Expense and FDOT Expense	Design, Construction, Coordination, Schedule and all associated Cost	Non-Reimbursable: \$1,204,692.00 413065-1-56-01 Reimbursable: \$117,150.00 413065-1-56-03
Level 3 Communications, Inc. dba CenturyLink National <b>Lamar Isbell</b> 813-787-3913 <a href="mailto:lamar.isbell@centurylink.com">lamar.isbell@centurylink.com</a>	Relocation by UA/O at UA/O Expense	Coordination and Schedule	At UAOs Expense
Summit Broadband <b>Dean Huddleston</b> 239-404-8289 <a href="mailto:dhuddleston@summit-broadband.com">dhuddleston@summit-broadband.com</a>	Relocation by UA/O at UA/O Expense	Coordination and Schedule	At UAOs Expense

**Advanced Utility Coordination:**

The Department has conducted limited advanced utility coordination with the UA/Os. Information pertaining to this coordination is included in the Attachments and Reference Documents.

**Location of Existing Utilities:**

Preliminary Subsurface Utility Engineering (SUE) of the existing utilities has been conducted for the Preliminary Design Plans, and such information is also included in the Reference Documents. The Design-Build Firm shall be responsible for determining the locations of UA/O facilities within the Project by Subsurface Utility Engineering during the design phase. Although the Preliminary Design Plans depict utility locations, actual locations are uncertain. The Design-Build Firm shall coordinate with each UA/O prior to any and all work impacting utilities. During the construction phase additional Level A locates will be required and shall be performed by the Design-Build Firm to resolve conflicts.

The Design-Build Firm shall be responsible for utility locates (Sunshine 811 and others) of new and relocated UWHCA utilities for the entire duration of the Project.

**Emergency Action Plan:**

Within 30 days of contract execution, the Design-Build Firm shall coordinate with the Department and the UA/Os to develop and submit for Department concurrence an action plan that addresses the steps and processes to follow in the advent of unforeseen events such as: encountering of unknown utilities; disruption of utility service or; the UA/O does not perform.

**Utility Work by UA/O:**

Where the UA/O desires their own relocation work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedules agreement between the Design-Build Firm and the UA/O. The Design-Build Firm's Utility Coordination Manager shall document all activities involving utility work by UA/O. This documentation shall include at a minimum:

- A weekly written narrative statement from the Design-Build Utility Coordinator detailing the specifics of the performance, activities and progress of the UA/O's utility work.
- Updated documentation of coordination with the UA/Os requesting RGB mark-ups;  
Updated documentation of coordination with the UA/Os regarding SUE requests;  
Updated documentation of coordination with the UA/Os regarding construction scheduling requirements;  
and  
Documentation of all Utility meeting minutes and other records regarding the Design-Build Firm's efforts to coordinate.

**UWHCA Scope Changes:**

Where the UA/O desires additional work that is not a requirement of this RFP UWHCA to be done by the Design-Build Firm, the Design-Build Firm may choose to enter into an agreement with the UA/O to complete the work. Such effort shall be an agreement between the Design-Build Firm and the UA/O and the Department shall not be party to said agreement.

**Permits:**

The Design-Build Firm shall coordinate utility permit submittals with the UA/Os. For FDOT Utility permit submittals, the Design-Build Firm's Utility Coordinator Manager will ensure that each UA/O provides timely submittals for relocation permits into the online One-Stop Permitting (OSP) system. The Design-Build Firm's Utility Coordinator Manager shall submit a written assessment of the UA/O's permit request into the OSP system confirming that each UA/O permit submittal meets the requirements of the proposed design, or that modifications to the permit submittal are required. Permit approval will not be provided until this confirmation is input into OSP.

The Design-Build Firm's Utility Coordinator Manager shall also provide written assessment to any non-FDOT facility owner regarding utility permit submittals.

The Design-Build Firm shall make every attempt in their design to avoid existing utilities and minimize impacts. During the design phase, Level A locates shall be completed for all proposed new and adjusted utilities at potential conflicts points in accordance with the FDM. Ninety percent and Final plans shall be provided to the Department showing existing, adjusted, and proposed utility locations (based on Level A locates) and their relationship to the proposed construction.

*Design and Construction of Lee County Utilities:*

The Project shall include performance of all of Lee County's utility work (design, new construction, adjustment, relocation work, including permits for all work related to utilities) as specified in this RFP in accordance with Lee County Standards and Specifications including:

The Design-Build Firm shall perform all final design, all necessary relocation, adjustments and removals for the utility work as per the performance and specifications of all Lee County's utility work. The Design-Build Firm shall coordinate with the Department and with Lee County for all design approvals. The Design-Build Firm shall be the Engineer-of-Record for the UWHCA plans, obtain all required permits and also be responsible for signing and sealing utility construction as-built plans in accordance with the Design and Construction Guidelines for Lee County Utility Work.

*Design and Construction of City of Ft Myers Utilities:*

The Project shall include performance of all of City of Ft Myers' utility work (design, new construction, adjustment, relocation work, including permits for all work related to utilities) as specified in this RFP in accordance with City of Ft Myers Standards and Specifications including:

The Design-Build Firm shall perform all final design, all necessary relocation, adjustments and removals for the utility work as per the performance and specifications of all City of Ft Myers' utility work. The Design-Build Firm shall coordinate with the Department and with City of Ft Myers for all design approvals. The Design-Build Firm shall be the Engineer-of-Record for the UWHCA plans, obtain all required permits and also be responsible for signing and sealing utility construction as-built plans in accordance with the Design and Construction Guidelines for City of Ft Myers Utility Work.

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

**DEVIATION FROM THE CONCEPTUAL UWHCA PLANS:** If the Design-Build Firm chooses to deviate from the conceptual plans and the scope of the impact to a utility depicted in the conceptual UWHCA plans and thereby causes a greater impact to a utility, the Design-Build Firm shall be solely responsible for all increased costs incurred by the utility owner associated with the increase in the scope of the impact to a utility from that depicted in the conceptual UWHCA plans. The Design-Build Firm shall obtain an agreement from the utility owner being impacted which outlines the changes to the scope of the impact to a utility from that depicted in the conceptual UWHCA plans. The agreement shall also address the Design-Build Firm's obligation to compensate the utility owner for the additional costs above the costs which would have been incurred without the Design Build Firm's increase in the scope of the impact to a utility from that depicted in the conceptual UWHCA plans. The Design-Build Firm shall also provide a draft utility permit application acceptable to the Department for the placement of the utility owner's facilities based on the final design. The Department shall not compensate or reimburse the Design-Build Firm for any cost created by a change in scope of the impact to a utility from that depicted in the conceptual UWHCA plans, or be liable

for any time delays caused by a change in scope of the impact to a utility from that depicted in the conceptual UWHCA plans.

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

**E. Roadway Plans:**

**General:**

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

**Design Analysis:**

The Design-Build Firm shall either utilize the signed and sealed Approved Typical Section Package (see Attachments) and comply with the same, or via the ATC process, develop and submit a different signed and sealed Typical Section Package for review and concurrence by the Department. The Design-Build Firm shall develop and submit a signed and sealed Pavement Design Package and Drainage Analysis Report for review and concurrence by the Department and FHWA on Projects of Division Interest (PoDIs).

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 Design Exceptions must be approved.

It is important that the Design-Build Firm has a clear understanding of the level of effort and schedule impacts required if a significant change in lane configuration, interchange type, or the traffic capacity of any area is proposed. A proposed change will be determined to be significant by the District Interchange Review Coordinator (DIRC) based on the criteria of Sections 1.5 and 4 of the FDOT Interchange Access Request Users Guide, dated January 2018 (IARUG). The DIRC may determine if a proposed change would require an Interchange Access Request (IAR) Re-evaluation showing that the new concept satisfies the safety, operational and engineering (SO&E) requirements and FHWA's policy points. Depending on the magnitude of proposed changes in lane configuration or interchange type, the Department has sole discretion to require a public hearing, public information meeting, and/or a Design Change Re-evaluation, approval through the FDOT Office of Environmental Management (OEM). The new proposed concept shall perform equal to or better than the concept approved in the I-75/Colonial Blvd IMR. Refer to the IMR for traffic related information.

These packages shall include the following:

**F. Roadway Design:**

See FDM Part 3; Chapter 301 for Roadway Design sheets, elements and completion level required for each submittal.

1. **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

2. **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

The following documents have been provided by the Department and shall be used by the Design-Build Firm in the development of the pavement design:

- See ESAL attachment for FDOT AADT Traffic Data and Equivalent Single Axle Loading (ESAL) values
- See Pavement Design for Resilient Modulus Recommendations and LBR
- See Pavement Design for FDOT Pavement Survey and Evaluation Report

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.

3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, underdrains, edge 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 shall be coordinated through the Department's Project Manager.

The concept plans include an interchange stormwater treatment system that is designed to accommodate the ultimate interchange footprint at Colonial Blvd including any required runoff from the ultimate I-75 mainline, express lanes, and ramps. The Design-Build Firm shall provide an interchange stormwater treatment system design that accommodates the ultimate interchange footprint. The Design-Build Firm shall construct the ultimate stormwater "trunk line" conveyance systems to the pond(s), the ultimate pond(s), and the ultimate outfall system(s). The outfall weir control structure shall be constructed for the proposed condition and permit requirements, while also being modifiable in the future for the ultimate condition and permit requirements.

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) will be the Design-Build Firm's responsibility. If the Design-Build Firm increases pond depths to obtain more embankment material and/or makes any other modifications to ponds, modification of Project permits and/or joint use agreements shall be the responsibility of the Design-Build Firm.

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

- Positive Drainage shall be maintained throughout the Project. Positive Drainage includes eliminating any adverse impacts to offsite properties resulting from increased stages or flow rates except where agreements are in place to accept increased flows. Positive Drainage also means providing conveyance where construction activities might divert or trap water and compromise safety and efficiency, including locations on offsite properties.
- Heavy equipment shall not be operated close enough to pipe endwalls or other structures to cause their displacement.
- All offsite runoff shall be accommodated in accordance with FDOT criteria and all regulatory agency criteria as specified in the Contract Documents. All historical flow patterns for offsite flows shall be maintained.
- Drainage design and stormwater management systems shall be accommodated within the Project Right of Way except as otherwise noted in the Project's joint use agreements, unless the Design-Build Firm acquires additional Project Right of Way in accordance with the Contract Documents.
- If the Design-Build Firm prefers to abandon in-place any drainage structures or culverts, approval must first be obtained from the Department. The drainage structures and culverts approved by the Department to be abandoned in-place shall be filled completely with flowable fill prior to abandonment. All abandoned drainage structures and culverts shall be depicted on the As-Built Record Plans.
- All constructed inlets and manholes shall have an outlet storm drain pipe. The most downstream pipe of each storm drain system must be constructed with its outlet flow line at the toe of slope or bottom of any pond or ditch.

- Temporary drainage calculations shall be submitted to the Department for approval prior to commencement of a given MOT phase.
- Maintenance of stormwater management facilities during construction shall be the responsibility of the Design-Build Firm, except as otherwise expressly provided in the Contract Documents.
- All connected outfalls of adjacent drainage systems or properties shall be maintained throughout construction. Connected outfalls shall comprise all underground and above ground connections including overland flow.
- If pipes are proposed to cross a bridge/MSE wall interface (e.g. thru end bent backwalls), such piping shall consist of steel pipe with welded joints and the piping system and bridge hangers shall be designed for the differential settlement.

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Perform design and generate construction plans documenting that 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 and the District Environmental Permit Coordinator. 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 an As-Built Plan of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data. The Drainage Design Report shall accompany all phase submittals.

#### **G. Geometric Design:**

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

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches.



The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or Department standards.

Modifications to the horizontal geometry depicted in the Roadway Concept Plans (Reference Document 04) exceeding 2-ft. laterally at any location shall require Department approval through the ATC process.

Modifications to the vertical geometry depicted in the Roadway Concept Plans (Reference Document 04) that lower the roadway profile or that raise the roadway profile by 2-ft. or more at any location shall require Department approval through the ATC process.

The Design-Build Firm shall provide parallel type ramp terminals at the following locations:

- NB I-75 to Colonial Blvd Exit Ramp

The Design-Build firm shall prepare and submit requests for opening(s) in the Project Right of Way fence for the Department and FHWA (if on I-75 and/or partnering Governmental Entity) approval. Requests shall include sketches for staging areas that the Design-Build firm wishes to access from outside the existing Project Right of Way fence. Openings shall be controlled by the Design-Build firm and used only for construction activities. Requested fence openings shall be gated and locked when not actively being used. The Design-Build firm shall locate all gates outside the roadway clear zone. The Design-Build firm shall restore any disturbed area to its preconstruction condition.

#### **H. Design Documentation, Calculations, and Computations:**

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

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

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

1. Standard Plans and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits
5. Power service voltage drop calculations to verify power wire size for an electrical circuit based on voltage drop and current carrying capacity is sufficient at all proposed new equipment locations

#### **I. Structure Plans:**

##### **1. Bridge Design Analysis:**

- a. The Design-Build Firm shall submit to the Department final signed and

sealed design documentation prepared during the development of the plans.

- b. The 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 Calculations, the Completed Bridge Load Rating Summary Detail Sheet, and the Load Rating Summary Form shall be submitted to the Department for review with the 90% superstructure submittal. The final Bridge Load Rating Summary Sheet and Load Rating Summary Form shall be submitted to the Department for review with the Final superstructure submittal. A final, signed and sealed Bridge Load Rating, updated for as-built conditions, shall be submitted to the Department for each phase of the bridge construction prior to placing traffic on the completed phase of the bridge. A final, signed and sealed Bridge Load Rating, updated for the as-built conditions as part of the As-Built Plans submittal shall be submitted to the Department before any traffic is placed on the bridge. The Bridge Load Rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida.
- d. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in HEC 18.
- e. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of ways.
- f. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

## 2. **Criteria**

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

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. Bridge Widening: In general, match the existing as per the Department Structures Manual.
- c. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing

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

- d. Permanent Retaining Walls: A concrete fascia and/or a concrete cap shall be provided for retaining walls/bulkheads, or other alternate wall systems proposed by the Design-Build firm, that will be exposed in the final condition. The exposed concrete surface of permanent walls shall be finished using a class 5 coating.
- e. In the event that an MSE (or alternate) wall system is proposed on the project, no pipes shall be placed in, under, and/or through the wall system without design pre-approval of the District Drainage Engineer. The exposed concrete surface of permanent walls shall be finished using a class 5 coating.
- f. The Design-Build Firm shall provide bridge pier protection.

#### **J. Specifications:**

Department Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at the time the Bid Price Proposals were due in the District Office, along with any approved Developmental Specifications and Technical Special Provisions, that are not part of this RFP. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package(s) shall be prepared, signed and sealed by the Design-Build Firms Engineer of Record who has successfully completed the mandatory Specifications Package Preparations Training.

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

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

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

<https://fdotwp1.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fSpecificationsPackage%2fdefault.aspx>

Upon review and approval by the Department, the Construction Specifications Package will be stamped

“Released for Construction” and initialed and dated by the Department.

**K. Shop Drawings:**

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the FDM. 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. When required to be submitted to the Department, Shop Drawings shall bear the stamp and signature of the Design-Build Firm’s Engineer of Record (EOR), and Specialty Engineer, as appropriate. All “Approved” and “Approved as Noted” Shop Drawings submitted to the Department for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). 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 initial, date, and stamp the drawing “Released for Construction” or “Released for Construction as Noted”.

**L. Sequence of Construction:**

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

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

**M. Stormwater Pollution Prevention Plans (SWPPP):**

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

**N. Transportation Management Plan:**

The Design-Build Firm must develop a Transportation Management Plan in accordance with the Department’s FDOT Design Manual.

1. **Traffic Control Restrictions:**

There will be NO LANE CLOSURES allowed on **Colonial Boulevard** between the hours of **5:00 AM** to **9:00 PM**. There will be NO LANE CLOSURES allowed on **I-75's Northbound Offramp** between the hours of **2:30 PM** to **6:00 PM**. There will be NO LANE CLOSURES allowed on **I-75's Southbound Offramp** between the hours of **6:00 AM** to **9:00 AM**. A lane may only be closed during active work periods. There will be no DETOURS allowed. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the District One information officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

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

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

As the permittee, the Department is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

The Department has conducted an investigation of the Project site and determined that potential gopher tortoise habitats could be impacted by the Project. All coordination by the Design-Build Firm with the Department regarding gopher tortoises will be completed through the District Environmental Management Office. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the Project including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). The Department must verify the completeness and accuracy of the assessment prior to commencement of any permitting or construction activities. Any areas where the Design-Build Firm proposes to protect burrows to remain on-site with "exclusionary fencing" shall be reviewed and approved by the Department. The Design-Build Firm shall submit an "exclusionary fencing" plan for review prior to any "exclusionary fencing" installation. If there are unavoidable impacts to gopher tortoise burrows, the Design-Build Firm shall be responsible for preparing required documentation for the Department to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the "permittee", the Department is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to FWC. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office or District Environmental Permit Office, as appropriate. If FWC rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. Once the permit is obtained, the Design-Build Firm shall notify the Department at least one week prior to the relocation of gopher tortoises. If gopher tortoise relocations are phased throughout the

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

An Eastern Indigo Snake protection plan must be established prior to construction activities and implemented during construction.

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

1. Cultural Resources
2. Section 4(f) (federal projects only)
3. Wetlands and Mitigation
4. Wildlife and Habitat
5. Contaminated Materials

Unless specifically identified otherwise, the design and construction of any alternate design approach identified within this RFP is not a requirement of this RFP. The Design-Build Firm is not responsible for any permitting or commenting agency coordination or other impacts to the permit processes that would be associated with any alternate design approach, unless the Design-Build Firm chooses to include the alternate design approach in its Proposal.

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

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

A Conceptual Signing Plan has been provided by the Department (Reference Document Revised Conceptual Plan 41306515201-PLANS-02\_SIGNING.pdf) identifying sign locations and messages within the Project limits. No structural analysis was performed for the Conceptual Signing Plan.

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

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all signage within the Project limits. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

The Design-Build Firm shall provide recommendations for Green Bike Lanes.

The Design-Build Firm shall provide wrong-way countermeasures per Developmental Specification 660, standard plans IR700-120-1, and FDM section 230.

**Q. Lighting Plans:**

The Design-Build Firm shall provide a lighting design and a lighting analysis, and prepare lighting plans in accordance with Department criteria.

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

The Design-Build Firm shall develop voltage drop calculations to determine correct wire gauge and transformer size to effectively power all new equipment and leave room for additional equipment expansion.

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

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

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

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

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

All deficiencies within the limits of lighting construction shall be identified and corrected. Any deficiencies outside the limits of lighting construction shall be brought to the attention of the Department.

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

Where new electrical services are required, the Design-Build Firm shall coordinate the final locations of

distribution transformer and service poles to minimize service and branch circuit conductors and conduit lengths. Preliminary electrical service locations have been coordinated with and provided by Florida Power & Light. The preliminary electrical service locations are shown in/on the concept plans. Each service point shall be separately metered.

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

## **R. Signalization and Intelligent Transportation System Plans:**

### **1. General**

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

Box-span or diagonal-span signal support installations are not allowed. All new signalizations shall be mast-arm signalization. Only video detection will be allowed for STOP Line detection. Video detection will not be allowed for dilemma zone detection. Loops and sensors for PTMS NO. 1200## shall be replaced.

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization and Intelligent Transportation System devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with Department requirements and include, but not be limited to:

- Project Layout / Overview sheets outlying the locations of field elements
- Summary of Pay Items / Tabulation of Quantities sheets
- Detail sheets on:
  - DMS Structure, DMS attachment, DMS display/layout
  - CCTV structure, CCTV attachment, CCTV operation/layout
  - MDVS structure, MDVS attachment, MDVS operation/layout
  - WWD countermeasures, WWD attachment, WWD operation/layout
  - Fiber optic splice and conduit
  - Managed Field Ethernet Switches (MFES)
  - Fiber optic cables, conduit, pull boxes, splice boxes, splice enclosures
  - Grounding and Grounding Array details
  - Lightning protection, air terminals and dissipation
  - Directional Bore Details
  - Power Service Distribution
  - Commercial electric power service
  - Connection to existing electrical services
  - Wiring and connection details
  - Generator operation/layout
  - Conduit, pull box, and vault installation
  - Communication Hub and Field Cabinets
  - System-level block diagrams



- Device-level block diagrams
- Field hub/router cabinet configuration details
- Fiber optic Splicing Diagrams
- System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.
- Maintenance of Communications (MOC) Plan

Anticipated DMS features and details: *DMS NB & SB likely need to be replaced with new Aux lanes between Colonial and SR 82.*

DMS Feature	Approximate Location	Direction	Notes
20 mm Full-Color Walk-In DMS	Mile Marker 136.6	Northbound	
20 mm Full-Color Walk-In DMS	Mile Marker 137.1	Southbound	

The Design-Build firm is responsible for ensuring project compliance with the Regional ITS Architecture and Rule 940 as applicable. This includes, but is not limited to, the development or update of a concept of operations, the development or update of a system engineering master plan (SEMP), and requirement traceability verification (RTVM) as well as coordination of document review.

The Design-Build Firm shall detail existing Signalization and Intelligent Transportation System equipment and report which devices will be removed, replaced, or impacted by project work. This report shall be provided for review and concurrence 30 days prior to any scheduled Signalization or ITS work.

## **2. Design and Engineering Services:**

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

The design of the new system shall integrate with the existing devices. The design shall include the necessary infrastructure and components to ensure proper connection of the new ITS components to the FMS and ATMS. This shall include but not be limited to all proposed ITS components of this project as well as existing sub-systems that remain or are re-deployed as the final project. There shall be no shared infrastructure for ATMS and FMS facilities replaced or modified.

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

- Replacement of any ITS System components that are impacted by the Design-Build Firm's scope of work as approved by the Department. All equipment shall be new unless otherwise specified.
- DMS – Includes cantilever sign support structures and 20-mm full color, walk-in DMS. DMS shall be capable of displaying 18-inch character heights with 3 lines of text and 17 characters per line at a font size of 23x15. All DMS shall meet the requirements in FDOT Standard Specifications, Section 700-4.
- CCTV – Includes concrete poles, camera lowering devices (CLDs) and mountings to provide 100% CCTV coverage of the I-75 corridor, interchange ramps, and side street. In addition, each DMS shall have a dedicated verification CCTV without a CLD. All CCTV's shall meet the requirements as shown in FDOT Standard Specifications, Section 682.

- MVDS - Includes concrete poles and mountings to detect all general purpose and off-ramps within the I-75 corridor. MVDS devices shall be spaced at ½ mile intervals on each side of the roadway. MVDS at off-ramps shall be separate devices from mainline detection. All MVDS shall meet the requirements as shown in FDOT Standard Specifications, Section 660.
- MFES – The Design-Build Firm shall furnish and install a 1 gigabit per second (Gbps) managed field Ethernet switch (MFES) at each ITS device within the ITS project limits. The MFES shall have enough capacity to support the Project Ethernet port requirements plus an additional port for maintenance purposes. The MFES shall meet the requirements as shown in FDOT Standard Specifications, Section 684.
- Communications Subsystem – The existing Fiber Optic Cable (FOC) network located throughout the corridor will be replaced to provide a new FOC connection for communication with the SWIFT RTMC and STMC. The Design-Build Firm shall remove the existing FOC and replace with a new 96-count single mode FOC from the butt splice at approximate Mile Marker 134.9 (CCTV-64NB) to the butt splice at approximate Mile Marker 137.7 (CCTV-68NB). The Design-Build Firm shall also replace the existing fiber drop cables with new 12-count single mode FOC.
- A Maintenance of Communication (MOC) Plan for ATMS and FMS shall be presented separately in writing to the Department at the 90% plans submittal. The Design-Build Firm shall compile a list of stakeholders (maintaining agencies, consultants, contractors, etc.) as part of the MOC to provide details about coordination procedures and guidelines. The Design-Build Firm shall coordinate with all stakeholders and establish the point of contact. A limit of two (2) hours down time allowed during off-peak times for network splicing or maintenance, if approved by the Department.
- Power Coordination – Evaluate existing power services and determine the necessary modifications required to accommodate all new and existing ITS devices and infrastructure utilizing the National Electrical Code (NEC) and National Electrical Safety Code (NESC).
- Connection to Existing Electrical Systems – The Design-Build Firm shall calculate voltage, design and install connections to existing electrical services, to the extent possible, at the existing ITS field element electrical systems. The Design-Build Firm shall modify the power distribution, as necessary. The new circuit shall utilize an existing spare branch circuit breaker. If no spare breaker is available, then a new branch circuit breaker shall be provided. At a minimum, all affected ITS field cabinets shall be calculated for 120% over electrical draw.
- Freeway Generator Backup System – The existing generator located in the southeast quadrant of the interchange shall be connected to the ITS network via FOC. The Design-Build Firm shall provide all necessary ancillary equipment to provide this connection for remote programming from the RTMC and STMC.
- Remote Power Management (RPM) – The Design-Build Firm shall provide RPM for controlling multiple network devices and services. The RPM shall individually control AC power for up to eight connected devices. Once connected to the network, the RPM shall provide access and control using a standard web browser and password. The Design-Build Firm shall supply remote power management in each cabinet servicing an ITS device within the project. The RPM shall provide the following minimum functionalities:
  1. Eight outlets;
  2. Network connections via Ethernet;
  3. Network control/support via HTTP server & SNMP agent TCP/IP;
  4. Scheduled event control including day of week and specific time start-up and shutdown;  
and
  5. Notifications including pagers and network broadcast messages.

- Conduit and Pull Boxes – No existing conduit shall be used on this project. Any requests by the Design-Build Firm to reuse existing conduit shall be reviewed and approved by the Department. If the request to reuse existing conduit is not approved, new conduit shall be installed by the Design-Build Firm at no additional cost to the Department. Communication conduit size and color shall match the Department guidelines. In addition, new underground and directional bored power conduits shall be gray in color and 2” inside diameter. All newly installed conduits (main run and drops) shall include one (1) additional spare conduit for future use. Pull boxes and lids shall be polymer concrete and stamped appropriately per Department standards. Existing trenched conduit not allowed for reuse shall be removed. Existing directional bored conduit not allowed for reuse shall be allowed to remain in place. However, existing conduits that are not to be reused and are not removed shall not enter any box in use. All conduit and boxes shall meet the requirements as shown in FDOT Standard Specifications, Sections 630 and 635.
- New fiber optic cable shall not be placed in any conduit, pull box or splice vault with energized (low or high voltage) conductors.
- Removal of any ITS System components that are impacted by the Design-Build Firm’s scope of work as approved by the Department. All removed FMS devices shall be evaluated for reuse as spares for Department maintenance activities. If reuse is possible, those devices shall be delivered to the Department. The Design-Build Firm shall provide a plan for decommissioning devices to be removed and will coordinate with the Department on removal procedures and delivery of spares for reuse.
- Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm. Modified backbone fiber shall be subjected to bi-directional testing to/from the nearest fiber hub shelter/cabinet upstream and downstream from the point of modification. Modification includes, but is not limited to, fiber splices, terminations, or relocations.
- Testing of the sub-systems (DMS, CCTV, MVDS).
- Testing of the end-to-end system.
- Add new WWVDS on each off-ramp of I-75 that shall provide an automated alert to the SWIFT Center if a motorist is detected to travel in the opposite direction of traffic. The Design-Build Firm shall select the WWVDS technology for compatibility with the District One SWIFT RTMC SunGuide software version and to meet the project needs. The WWVDS shall collect and process data locally prior to sending a notification to the SWIFT Center. The Design-Build Firm shall design the WWVDS for remote configuration, calibration, monitoring, and diagnostic of real-time traffic activities from the SWIFT Center using the SunGuide software and software provided by the detection system vendor. The WWVDS shall perform to meet the project requirements under all environmental and traffic conditions expected for the corridor. The WWVDS shall detect wrong way drivers within the specified accuracy. Vibration and shocks shall not affect the performance of the system. The WWVDS and highlighted signs shall be hardwired for power and communications to the main controller. Design shall be in accordance with Joint Memo 19-03.
- Add a new Bluetooth Reader (BT) to the ITS device site MVDS-89NB at approximately mile marker 135.8. There are existing BTs located at the ITS device site DMS-20NB at approximately mile marker 136.6 and at the intersection of Colonial Boulevard at Six Mile Cypress Parkway/Ortiz Avenue. All new BTs shall be POE, shall be compatible with the existing District One BT deployments, and meet the requirements as shown in FDOT Standard Specifications, Section 660.
- Testing of the sub-systems (DMS, CCTV, MVDS, BT, WWVDS).

At a minimum, the ITS work for the ATMS managed by Lee County from the Traffic Operations Center (TOC) in this project consists of the following major components:

- Replacement of any ATMS components that are impacted by the Design-Build Firm's scope of work as approved by the Department. All equipment shall be new unless otherwise specified.
- CCTV – Includes mounting CCTV to traffic signal support structures for viewing the main street and side street. CCTVs shall be mounted on the side of the pole nearest the intended field of view and avoid occluding the view with the pole.
- Conduit and Pull Boxes – No existing conduit shall be used on this project without pre-approval. Any requests by the Design-Build Firm to reuse existing conduit shall be reviewed and approved by the Department. If the request to reuse existing conduit is not approved, new conduit shall be installed by the Design-Build Firm at no additional cost to the Department. Communication conduit size and color shall match the Department guidelines. In addition, new underground and directional bored power conduits shall be gray in color and 2" inside diameter. All newly installed conduits (main run and drops) shall include one (1) additional spare conduit for future use. Pull boxes and lids shall be polymer concrete and have FDOT "ITS" or "Electrical" stamped appropriately per Department standards.
- DDI Signalization Backup System – For each DDI signalized intersection design, construct, install, and integrate a backup system that utilizes a network-manageable uninterruptible power supply (UPS) and a permanent diesel fuel generator assembly. The permanent diesel fuel generator assembly shall include the following: engine, alternator, engine generator set controls, sound attenuated engine generator set enclosure, fuel storage tank, and automatic transfer switch (ATS). In the event of utility power loss, the backup system shall automatically transfer load to the permanent diesel fuel generator assembly.
  1. Provide UPSs with the following characteristics:
    - a. Online/double-conversion UPS assembly sized to provide the traffic signal controller cabinet assembly with continuous power for a minimum of 15 minutes in the event of power loss.
    - b. Meet all other requirements as shown in FDOT Standard Specifications, Section 685.
  2. Provide permanent diesel fuel generators with the following characteristics:
    - a. All generators from the same Manufacturer.
    - b. Supplies a single phase 120/240 VAC output.
    - c. Classified in accordance with NFPA 110 as Level 2, Type 10.
    - d. Standby power rating in accordance with ISO 3046/1.
    - e. Engine generator that uses an engine mounted radiator with a pusher type radiator fan.
    - f. Doors that are hinged and removable.
    - g. Noise reduction.
    - h. Block heater.
    - i. Operates properly inside the sound attenuated engine generator set enclosure at rated (full) load with the outdoor ambient temperature ranging from 0° to 105°F (-18° to 40°C), at up to 100 percent condensing relative humidity.

3. Provide permanent diesel fuel generators sized per the following requirements:
    - a. Handle at least 125 percent of continuous load.
      - i. The continuous load shall be considered the loads of all equipment and infrastructure connected to the traffic signal controller cabinet assembly which includes, but not limited to, all signalization infrastructure, traffic signal cabinet components, power panels, circuit breakers, and all equipment plus the load of recharging all of the UPS batteries which may be drained.
    - b. The 1,000 Volt Amp (KVA) rating of the engine generator must apply while operating inside a weather protective enclosure, at an ambient temperature of 110 degrees Fahrenheit, and at an elevation of 100 feet above sea level.
    - c. Design so that full standby rated output is available with varying loads for the duration of the interruption of the normal source power.
  4. Provide engine generator set controls that include a module that allows connectivity between the controller and Ethernet switch. The controller must be assigned an individual IP address and have full functionality and monitoring of the generator at the TOC. Provide with all software as required.
  5. Design, procure, install, and integrate a diesel fuel storage tank sized to fuel the generator for 24/48 continuous hours of runtime at full/half continuous load. The generator fuel tank must meet all local, state, federal, and environmental regulations and:
    - a. Be double wall steel construction with 110 percent spill containment.
    - b. Include standard vent and emergency vent.
    - c. Provide fuel leak detection wired to controller alarm.
- New fiber optic cable shall not be placed in any conduit, pull box or splice vault with energized (low or high voltage) conductors.
  - Removal of any ITS components that are impacted by the Design-Build Firms scope of work as approved by the Department.
  - Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm.
  - Testing of the sub-systems (CCTV, signal detection, other ATMS elements).
  - Testing of the end-to-end system.

Coordinate with the Design-Build Firm to avoid conflicts with landscape plans within the Department Right-of-Way. While procedures are being revised to facilitate this increased collaboration and cooperation, the Design-Build Firm is required to ensure that the design and construction of each ITS project and each landscape project is entirely coordinated with existing and proposed ITS facilities and landscapes. Both programs have been determined to be important components of the state transportation system.

### **3. Construction and Integration Services:**

The Design-Build Firm shall be responsible for all Signalization and ITS construction and integration services relating to the Project. The Design-Build Firm shall furnish, install, integrate, configure, test, and

document all ITS infrastructure components, ITS field elements, and network equipment necessary to make the Project operational and able to be fully integrated into the RTMCs.

Maximum DMS down time shall be four (4) days. Only one (1) DMS may be down at any time.

The Design-Build Firm shall provide notification to the FDOT RTMC or Lee County TOC when devices are planned to be removed or replaced. The Design-Build Firm shall confirm functionality of the device prior to leaving the site.

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

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

The Design-Build Firm shall perform testing according to this RFP and the Requirements Traceability Verification Matrix (RTVM) that is provided as an attachment. The Testing Requirements shall be adhered to for this project in addition to the manufacturer's testing criteria. The RTVM is a table that lists requirements from the RFP and FDOT Specifications by section and description. The Design-Build Firm must verify each requirement within the RTVM using one of four methods of verification: analysis, demonstration, inspection or testing. The Design-Build Firm shall populate the RTVM table as project tasks are completed and shall deliver the final completed RTVM to the Department prior to Final Acceptance.

All items requiring a test must be included in the Design-Build Firm developed Test Evaluation Matrix (TEM). The Design-Build Firm shall utilize this TEM to develop the project test plans for all required testing to include the Factory Acceptance Tests, Standalone Tests, Subsystem Tests and 30 consecutive calendar days Operational System Test.

The Design-Build Firm shall not begin testing until the Department has approved the Test Plan including detailed procedures and data forms. All test plans shall be developed by the Design-Build Firm and submitted for Department approval with the Final Plans submittal. All test plan shall be approved no less than 30 calendar days prior to any testing activity. Any deviations or changes to the approved Test Plan shall be resubmitted for review and acceptance by the Department 14 calendar days prior to any planned test activity. The test results for each subsystem/component tested shall meet the performance requirements identified for the subsystem/component defined in the Specifications and in this RFP.

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

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

Neither witnessing of the tests by the Department nor the waiving of the right to do so shall relieve the Design-Build Firm of the responsibility to comply with the contract documents.

The Design-Build Firm shall furnish all necessary test equipment. It is the responsibility of the Design-Build Firm to coordinate with equipment manufacturers to resolve integration issues in a timely manner that does not delay the project schedule, including on-site visits by equipment manufacturers, as necessary. No additional compensation will be provided for coordination activities between the Design-Build Firm and equipment manufacturers or other FDOT contractors during integration. The Department reserves the right to examine and test all equipment and material furnished and/or installed by the Design-Build Firm for this project to determine if they are in conformance with the Specifications.

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

**a. Factory Acceptance Tests**

All Design-Build Firm furnished equipment shall be shipped from the factory certified that it has been tested and meets all requirements of the Plans, Specifications and the requirements of its own catalog specification sheet. Certification for each item shall be sent to the Department or its representative.

**b. Standalone Tests**

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

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

- DMS
- CCTV cameras
- MVDS
- MFES
- WWVDS
- BT
- ATMS elements
- Signal cabinets
- MFES
- Fiber optic cable
- UPS
- Grounding and lightning protection system components

**c. Subsystem Tests**

All applicable Subsystem Tests shall comply with the test requirements of the relevant sections of the Specifications.

Tests shall be performed based on the construction project milestones. The subsystem/component test shall demonstrate that all equipment furnished, adjusted, or modified by the Design-Build Firm has been installed

properly and operates per the Department-approved Test Plan. The Design-Build Firm shall conduct the subsystem/component test in the presence of the Department's Project Manager or designated representative. The subsystem/component test will begin within seven (7) days after the Design-Build Firm advises the Department's Project Manager that they are ready to begin the test. The test may begin when the Design-Build Firm has satisfied the Department that all work and standalone testing has been completed. The subsystem test shall verify that all the requirements defined in the RFP for the subsystem/component being tested have been met. This test shall be performed utilizing the project field equipment and communications system. The test shall demonstrate full control of the field device(s) from the FDOT RTMC or Lee County TOC over the Ethernet Network, as well as the functions of local/remote troubleshooting/diagnostics specified in the equipment's functional requirements. The test shall be conducted with manufacturer-supplied software and the District One SWIFT RTMC installed version of SunGuide Software.

The Design-Build Firm shall provide qualified personnel to support the diagnosis and repair of system equipment during the subsystem test, as required. These personnel shall be available for this support within 24 hours of notification that their services are needed.

In the event the subsystem fails the test or is rejected by the Department, the Design-Build Firm shall correct the problem and repeat the test within seven (7) days after receiving the rejection notice from the Department. The test shall be re-conducted until the Department accepts the test result.

If requested by the Department, the Design-Build Firm shall postpone any test for up to seven (7) days; such postponements shall not be grounds for extension of contract completion time. The Department may waive its right to witness certain tests.

#### **d. Operational System Test**

The Operational System Test shall be planned, implemented and documented by the Design-Build Firm. The test shall demonstrate successful installation of all project subsystems properly integrated with the SunGuide® or Econolite Centrac software and operable from the FDOT RTMC or Lee County TOC, operating continuously for a period of 30 consecutive calendar-days without failure of any subsystem, ITS device, or ancillary component.

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

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

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

If the total number of System Shutdowns exceeds three (3) due to the same subsystem, ITS device, or ancillary component, the Design-Build Firm shall:



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

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

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

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

Upon completion of successful Operational System Testing, document the acceptance date and project identification information and provide two (2) copies to the Department.

#### **e. Burn-in Period**

Upon completion of the Operational System Test and approval of the results by the Department, a 60-day Burn-In Period shall commence for all subsystems, ITS devices and ancillary components designed, procured, constructed, installed, mounted, integrated, made operational, and tested as part of the Project. The Design-Build Firm shall submit, via a schedule, the start of the Burn-In Period to be approved by the Department.

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

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

The Burn-In Period shall consist of the FDOT and Lee County operations staff managing, monitoring, and controlling the Project devices and infrastructure from the RTMC and TOC, in real-time, to assure conformance of the project with the RFP, the Released for Construction plans, and all applicable specifications and standards.

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

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

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

If the total number of System Shutdowns exceeds three (3) due to the same subsystem, ITS device, or ancillary component, the Design-Build Firm shall:

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

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

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

## **5. Existing Conditions**

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

The ITS components shall be defined as follows:

- Closed Circuit Television (CCTV) Camera System: The CCTV Camera System consists of pan-tilt-zoom (PTZ) cameras along the corridor that are typically spaced at one (1) mile intervals. The CCTV cameras are used by Department staff for incident management and traffic monitoring. The cameras are integrated and communicate with Local Hubs along the corridor via the single mode FOC communications backbone installed along the corridor.
- Dynamic Message Sign System (DMS). The DMS consists of both mainline and arterial dynamic message signs (ADMS) and provide roadway information and travel times. The mainline DMS are located at select locations along the corridor. The ADMS are located on each approach of select major arterials throughout the roadway system. The mainline DMS are connected and communicate via the single mode FOC communications backbone installed along the corridor. The ADMS communicate with wireless radios to a hub site connected to the single mode FOC communications backbone installed along the corridor.
- Vehicle Detection Systems (VDS): The VDS consists of non-intrusive, microwave technology sensors used to collect vehicle volume, speed and occupancy data from mainline travel lanes.

The detectors are typically located at approximately one-half (1/2) mile intervals. The detectors are installed on stand-alone concrete poles and/or attached to other ITS device structures in a side-fired configuration to detect data on a lane by lane basis. The VDS is used for incident detection by Department staff and communicate with the single mode FOC communications backbone installed along the corridor.

- **Fiber Optic Network (FON):** The FON infrastructure provides communications for ITS components. The FON is composed of the FOC communications backbone, lateral connections and communications equipment including but not limited to field and HUB Ethernet switches, port servers, routers, fiber patch panels installed at the various ITS device(s) serving as a local HUB.
- For clarification purposes, any reference in this RFP to the mainline fiber optic backbone that is installed along the corridor shall be defined as the “backbone”. The fiber optic cable between the backbone and ITS components shall be defined as the “ITS lateral”.
- The FOC communications backbone consists of a single mode fiber optic cable and two (2), 1.25-inch HDPE conduit, locate tone wire, warning tape, fiber route markers, pull boxes, and splice boxes. One (1) of the two (2), 1.25-inch HDPE conduits is a spare conduit. The backbone provides access points for the various ITS components along the corridor for network connectivity as previously described.
- The majority of ITS components are connected to the backbone through a lateral twelve (12) count single mode fiber optic cable inside two (2), 1.25-inch HDPE conduits of which one is a spare. ITS components on arterials, such as ADMS, connect with the backbone through a wireless access point (WAP) and LHUBs which are physically connected to the backbone through a lateral fiber optic cable connection.

#### **S. Landscape Opportunity Plans:**

It is the intent of this work item to preserve the opportunity to provide for significant landscape planting areas within the Project limits that meet the intent of FDOT Highway Beautification Policy. The landscape opportunity design shall adhere to the FDOT Highway Beautification Policy with the intent of creating a unified landscape theme for the project.

The Design-Build Firm shall provide the necessary site inventory and site analysis and shall prepare a “Landscape Opportunity Plan” (Opportunity Plan) as part of the roadway plan set. The Landscape Opportunity Plan shall consider the Design-Build Firm’s proposed roadway improvements, utilities, setbacks and clear zone dimensions, community commitments and other Project needs in identifying future landscape planting areas. Landscape opportunity areas should be preserved in accordance with the Departments “Bold” initiative.

The Opportunity Plans shall include the following:

1. Proposed improvements and existing elements to remain as associated with the Project.
2. Vegetation disposition depicting existing plant material to be removed, relocated or to remain.
3. Wetland jurisdictional lines.
4. Proposed drainage retention areas and easements.
5. Proposed utilities and existing utilities to remain.
6. Graphically depicted on-site and off-site desired or objectionable views.

7. Locations of landscape opportunity planting areas in a bubble format which identifies various vegetation groupings in a hatched or colorized manner. Examples are: “trees/palms/shrubs”, “shrubs only”, “buffer plantings”, etc.
8. Provided and labeled applicable clear zone, horizontal clearance, setback dimensions on the plans and in chart form which reflect AASHTO, FDOT and Department guidelines for landscape installation and maintenance operations, including those that have been coordinated with other disciplines
9. Identified outdoor advertising locations, owners and contacts and shown 1000 ft. view zone.
10. Indicated potential area(s) for wildflower plantings.
11. Provide Irrigation Sleeve Plan utilizing the Dept./FDOT Developmental Design Standards for placement of irrigation sleeves as part of the roadway construction project. Coordinate sleeve location(s) and size(s) with DB Engineer so that sleeves are pre-installed as part of the roadway project.
12. Identification of any existing and/or proposed ITS cameras including delineation of views that are to be preserved for proper ITS management of the I-75 corridor at SR 884 (Colonial Blvd.). Design-Build Landscape Architect (DBLA) is to coordinate with designated ITS management staff to fully evaluate the camera views that are to be preserved.
13. DBLA shall provide an “Irrigation Feasibility Report” which will make recommendations to FDOT District 1 in regard to irrigation water supply. This report shall include evaluation of the potential installation of an irrigation well; and/or include alternative water sources (either reclaim water supply or potable water supply).

The Opportunity Plan shall match the scale and format used for the proposed roadway sheets. Should this format not convey design intent that is clearly legible, an alternate format may be considered.

Landscape construction documents and landscape installation are not included in this contract and shall be provided by others.

Disciplines that will have greatest impact to preserving landscape opportunities include environmental, drainage, utilities, signing, lighting and ITS. The DBLA shall identify potential conflicts relating to preserving opportunity landscape areas and provide suggested resolutions to preserve them. If conflicts cannot be resolved by the Design-Build Firm and the DBLA, they shall be discussed with the Department’s Project Manager and District Landscape Architect for coordination and resolution.

The DBLA shall research and confirm any legally permitted outdoor advertising billboard (ODA) within 1,000-feet of the Project limits. The ODA sign(s) and 1,000-foot maximum vegetation protection zone limit shall be indicated on the plans. The Design-Build Firm’s Landscape Architect shall provide a copy of all correspondence and attachments to the Department’s District Landscape Architect.

The DBLA shall conduct a visual survey of existing vegetation within and adjacent to the Right of Way of the project. General locations of existing vegetation that will remain after roadway and associated improvements are completed shall be shown with notations of general plant species in each location on the Opportunity Plan. The DBLA shall identify proposed buffer areas as needed.

The DBLA shall meet with the District Landscape Architect prior to the beginning of work for the purposes of coordination and to discuss adherence to the Highway Beautification Policy. No proposed planting areas indicated on the Opportunity Plan can occur in: federal and/or state jurisdictional wetlands or other surface waters; within open water bodies; in the bottom of stormwater management facilities; or use obligate

wetlands or facultative wetland species within 25 feet of the seasonal high water of wetlands or other surface waters. Limited plantings may occur on the slopes and bottom of stormwater management facilities once coordinated with the District EMO office, District Drainage Engineer and the District Landscape Architect. Trees may not be planted within 5 feet of storm sewer pipes and utilities.

## VII. Technical Proposal Requirements:

### A. General:

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

### B. Submittal Requirements:

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

A copy of the written Technical Proposal must also be submitted in PDF format including bookmarks for each section on a CD, DVD, or Flash Drive. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type.

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

Submit one (1) Flash Drive containing the Technical Proposal in PDF format and three (3) collated, complete sets of hard copies of the Technical Proposal to:

Ms. Jamie Reyes  
Attn: Jhoanna Garces de Beltre  
Florida Department of Transportation – District One  
801 N. Bartow Ave.  
Bartow, FL 33830  
(863) 519-2610  
D1.DesignBuild@dot.state.fl.us

The minimum information to be included:

#### Section 1: Project Approach

- Paper size: 8½” x 11”. The maximum number of pages shall be (15) single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½” x 11” sheets will be counted as 2 pages. 11”x17” sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and

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

- Provide the term, 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

- Plan and Profile views of the proposed improvements shall be submitted in roll-plot format. The maximum width of the roll-plots shall be 36". The maximum length of the roll-plot shall be 8'. Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is allowed provided it clarifies the plan and profile views. However, the Department may determine that such additional information is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the Department. All other information not included on the roll plots, such as typical sections, special emphasis details, structure plans, etc., shall be provided on 11"x17" sheets.
- Provide Landscape Opportunity Plan sheets that depict preserved planting locations for a Bold Landscape design for the entire project limits. The Landscape Plan shall show all preserved planting areas to be used for future Bold Landscaping designs. Paper size shall be 11"x17".
- Right of Way Maps and Legal Descriptions (including area in square feet) of any proposed additional Right of Way parcels if applicable and approved through the ATC process. Provide Technical Proposal Plans in accordance with the requirements of the FDOT Design Manual , except as modified herein.
- The Plans shall complement the Project Approach.

**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	30
2. Construction	35
3. Innovation	10
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 (\_30\_ points)**

The Design-Build Firm is to address the quality and suitability of the following elements in the Technical Proposal:

- Structures design
- Roadway design / and safety
- Drainage design
- Environmental Design
- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- Geotechnical load test program
- Minimizing impacts through design to:
  - Environment
  - Public
  - Adjacent Properties
  - Structures
- Temporary Traffic Control Plan
- Incident Management Plan
- Aesthetics
- Utility Coordination and Design
- Design considerations which improve recycling and reuse opportunities
- Reconstruction of the I-75 interchange at SR 884 (Colonial Blvd) to meet current and ultimate capacity needs.
- Provide NB & SB auxiliary lanes between the Colonial Boulevard and SR 82 interchanges

The Design-Build Firm is to address the following in the Technical Proposal: aesthetics features of the design including but not limited to the following: considerations in the geometry, suitability and consistency of structure type, structure finishes, shapes, proportions and form throughout the limits of the project.

Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.

The Design-Build Firm is to address the following in the Technical Proposal: design and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility involvement.

The Design-Build Firm is to address the following in the Technical Proposal: development of design approaches which minimize periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, access to structure's lighting system, and impacts to long term maintenance costs.

## 2. **Construction (\_35\_ points)**

The Design-Build Firm is to address the quality and suitability of the following elements in the Technical Proposal:

- Safety
- Structures construction
- Roadway construction
- Drainage construction
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
  - Environment
  - Public
  - Adjacent Properties
  - Structures
- Minimize the inconvenience to the travelling public, pedestrians & stakeholders.
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Implementation of the Maintenance of Traffic Plan
- Implementation of the Incident Management Plan
- Utility Coordination and Construction

The Design-Build Firm is to address the following in the Technical Proposal: developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety. This shall include, but not be limited to, minimization of lane and driveway closures, lane widths, visual obstructions, construction sequencing, and drastic reductions in speed limits.

The Design-Build Firm is to address the following in the Technical Proposal: insuring all environmental commitments are honored.

The Design-Build Firm is to address the following in the Technical Proposal: construction and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility conflicts.

## 3. **Innovation (\_10\_ points)**

The Design-Build Firm is to address introducing and implementing innovative design approaches and construction techniques which address the following elements in the Technical Proposal:

- 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)**

The Design-Build is to address the following Value Added features in the Technical Proposal:

- 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 Concrete Pavement	5 years
Value Added Bridge Components	5 years

**D. Final Selection Formula:**

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

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

BPP = Bid Price Proposal

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

The Design-Build Firm selected will be the Design-Build Firm whose adjusted score is lowest. The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria.

**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. At this meeting, the Department will announce the score for each member of the Technical Review Committee, by category, for each Proposer and each Proposer's Technical Score. Following announcement of the Technical Scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated. The Department will document the preliminary bid results as presented in the meeting. 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 all 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 \$156,500 per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Department reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Department deems appropriate.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must fully execute the stipend agreement within one (1) week after the Short-List protest period for 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 within which the Proposer will complete the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. One (1) hard copy of the Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

Florida Dept. of Transportation

801 N. Broadway Avenue

Bartow, FL 33830

The package shall indicate clearly that it is the Bid Price Proposal and shall identify clearly the Proposer's name, 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.