

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
EIS28 Draft Planned 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)
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)

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

Engineering Reports

413065-1_Pond Siting.pdf
413065-1_PT SR Memo.pdf
413065-1_Stormwater Management Report.pdf
413065-1_Typical Section Package.pdf

ITS

413065-1_ITS_Plans.pdf

Lighting

413065-1_LIGHTING_Plans.pdf

Roadway

413065-1_ROADWAY_Plans.pdf

Signing

413065-1_SIGNING_Plans.pdf

Signals

413065-1_SIGNALS_Plans.pdf

Utilities

Lee County UWHCA Concept Plans
City of Fort Myers UWHCA Concept Plans

04_Lighting Justification Report

413065-1_Lighting Justification Report.pdf

05_Bridge Inspection Reports

413065-1_BridgeInspectionReport_#124070 - AUG 2013.pdf
413065-1_BridgeInspectionReport_#124070 - AUG 2015.pdf
413065-1_BridgeInspectionReport_#124071 - AUG 2013.pdf
413065-1_BridgeInspectionReport_#124071 - AUG 2015.pdf

06_Interchange Modification Report

413065-1_Final IMR.pdf
413065-1_Final IMR_Appendices.pdf
413065-1_VISSUM 2038 AM CFI-DDI-SS Final.avi
413065-1_VISSUM 2038 PM CFI-DDI-SS Final.avi

07_VE Study

413065-1_VE Recommendation.docx
413065-1_VESTudy DRAFT Report.pdf
413065-1_VESTudy FINAL Report.pdf

08_Geotechnical_Reports

413065_1_Roadway_Soil_Survey_Report.pdf
413065-1_SHGWT_Report.pdf

09_Contamination_Reports

413065-1 LEV I and LEV II CSER mainline.pdf
413065-1 LEV I and LEV II CSER Ponds.pdf

10_Environmental_Reports

413065-1 BiologicalAssesment_Update.pdf
413065-1 Section 4(f)&ROW Reeval.pdf
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
S_2.pdf
S_3.pdf
S_4.pdf
S_5.pdf
S_6.pdf
S_7.pdf
S_8.pdf
S_9.pdf

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Supporting Documents

2030 Ultimate Design

I-75 PD&E profiles 5+15+02.pdf
I-75 PD&E rec PlanSheet 7-11-02.pdf
I-75 PD&E XSECTIONS rdxsrd17c 7-02-02.pdf
Ultimate Bridges.pdf

Alternative Analysis

Area 1A.pdf
Area 1B.pdf
Area 1C.pdf
Area 1D.pdf
Area 1E.pdf
Area 2A.pdf
Area 2B.pdf
Area 2C.pdf

Area 2D.pdf
Area 2E.pdf
Area 2F.pdf
Area 2FM.pdf
Area 2G.pdf
Area 2H.pdf
Area 2J.pdf
Area 2K.pdf
Area 2L.pdf
Area 2M.pdf
Area 2N.pdf
Area 2O.pdf
Area 2P.pdf
Area 3A.pdf
Area 3B.pdf
Area 3C.pdf
Area 4.pdf
Categorical Exclusion
CE Final 12_19_02_2.pdf
Class of Action
COAI75.rev.2.pdf
Comments and Coordination
C&C.pdf
Cultural Resource Assessment Survey
CRAS Rpt-COMBINED.pdf
DOA 4(f)
DOA Rpt-COMBINED.pdf
Final Air Quality Report
AQ Rpt-COMBINED.pdf
Final Biological Assessment Report
BA App-COMBINED.pdf
BA Rpt-COMBINED.pdf
Final CSER
CSER App A - Vol 1 of 2.pdf
CSER App B - Vol 1 of 2.pdf
CSER App C - Vol 1 of 2.pdf
CSER App D - Vol 1 of 2.pdf
CSER App E - Vol 2 of 2.pdf
CSER App F - Vol 2 of 2.pdf
CSER App G - Vol 2 of 2.pdf
CSER App-Vol 2 of 2 CovFlyBck.pdf
CSER App-Vol I of 2 CovFlyBck.pdf
CSER Rpt-COMBINED.pdf
Final CSER for Prop Ponds
CSER 22X34.pdf

CSER PONDS App-COMBINED.pdf
CSER PONDS Rpt-COMBINED.pdf
Final Existing Conditions Report
Appendix D.pdf
I-75 Existing Conditions Final.pdf
Final Noise Study Report
Noise Rpt-COMBINED.pdf
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
App_D-2.pdf
App_D-3.pdf
App_E-1.pdf
App_E-2.pdf
App_F-1.pdf
App_F-2.pdf
App_G-1.pdf
App_G-2.pdf
App_G-3.pdf
App_H-1.pdf
App_H-2.pdf
App_H-3.pdf
Traffic Memorandum.pdf
Final Wetland Evaluation Report
Wet-App A Vol 1 of 2.pdf
Wet-App B Vol 1 of 2.pdf
Wet-App C Vol 2 of 2.pdf
Wet-App D Vol 2 of 2.pdf
Wet-App E Vol 2 of 2.pdf
Wet-App F Vol 2 of 2.pdf
Wet-App G Vol 2 of 2.pdf
Wet-App H Vol 2 of 2.pdf
Wetlands App Vol 1 of 2-CovFlyBack.pdf
Wetlands App Vol 2 of 2-CovFlyBack.pdf
Wetlands-CovFlyRptBack-COMBINED.pdf
Location Hydraulic Report
LHR App A.pdf
LHR Rpt-COMBINED.pdf
LHR_App A-Ex Drain Strc Loc Map.pdf
Mobility 2000
Bridge Sheets

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Mobility Bridges.pdf
Plan Sheets
Mobility2000 4-25-02.pdf
Pond Siting Report
App C Pond Siting Report 01-12-04.pdf
Drainage.pdf
Pond Siting Report 1-2004.pdf
Soil Survey and Geotechnical Data
App A_plansheets_soils_7-03-01.pdf
App_B.pdf
Soil Survey and Geotechnical Data.pdf
SWFIA Reevaluations
SWFIA_Design Change Reeval FHWA signed 1_23_06.PDF
SWFIA_ROW Reeval FHWA signed 12_13_07.PDF
Utility Coordination Report
Project Base Maps Depicting Utilities.pdf
Utilities Rpt-COMBINED.pdf
Water Quality Impact Evaluation
WQIE Rpt-COMBINED.pdf
13_Public Involvement
Advance Notification
413065-1_Colonial_Ad.pdf
413065-1_quarterpageAd_Final.pdf
41306513201_FAR_Ad_592017.doc
41306513201_PressRelease_Updated_582017.pdf
41306513201_Public_Meeting_Website_Updated_592017.pdf
Affidavit of Publication.pdf
Presentations
413065-1_BPCC Presentation.pdf
413065-1_DIRC Presentation.PDF
413065-1_MPO Traffic Presentation.pdf
413065-1_Public Hearing Presentation.pdf
413065-1_TAC_CAC_Presentation.pdf
Public Hearing
413065-1_CommAwarePlan.pdf
413065-1_Comments_MATRIX_Log.pdf
413065-1_Public_Hearing_Newsletter.pdf
413065-1Public Hearing Comments.pdf
Final_Display_Boards.pdf
PostHearing_2017-06-16_comment_Nathan_Shaw.pdf
PostHearing_2017-06-16_comment_Ted_Treesh.pdf
PostHearing_2017-06-19_comment_Roy_Haber.pdf
PostHearing_2017-06-26_comment_El-Gendy.pdf
PostHearing_2017-06-27_Comment_Responses_Roche.pdf
Public Hearing Sign In Sheets - Public and Staff.pdf

14_CADD Files

Drainage

BDDMRD01.DGN
BDDMRD02.DGN
BDXSRD10.DGN
CLIPDR01.dgn
Colonial.mdb
Contours2D.DGN
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PLANIT09.dgn
PLAYIT01.DGN
RDXSRD01_.DGN
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roadway

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AERIALS.DGN
ALGNRD00.dgn
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BDPLPR02.dgn
BDPLPR03.dgn
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BDPLRD01_TCP.dgn
BDPLRD100.dgn
BDPPRD01.DGN
BDXSRD01.dgn
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BKSWRD02.DGN
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CLIPRD01.DGN
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PLANRD25.dgn
PLANRD26.dgn
PLANRD27.dgn
PLANRD28.dgn
PLANRD29.dgn
PLANRD30.dgn
PLAYRD00.DGN
PLAYRD01.DGN
PLAYRD02.DGN
PLAYRD03.DGN
PLAYRD031.dgn
PLAYRD04.DGN
PLAYRD50.DGN
PROFRD01.dgn
PROFRD02.dgn
PROFRD03.dgn
PROFRD04.dgn
PROFRD05.dgn
PROFRD06.dgn
PROFRD07.dgn
PROFRD08.dgn
PROFRD09.dgn
PROFRD10.dgn
PROFRD11.dgn
PROFRD12.dgn
PROFRD13.dgn
PROFRD14.dgn
PROFRD15.dgn
PROFRD16.dgn
PROFRD17.dgn
PROFRD18.dgn
PROFRD19.dgn
PROFRD20.dgn
PROFRD21.dgn

DRAFT

PROFRD22.dgn
PROFRD23.dgn
PROFRD24.dgn
PROFRD25.dgn
PROFRD26.dgn
PROFRD27.dgn
PROFRD28.dgn
PROFRD29.dgn
RDXSRD01.DGN
RDXSRD02.DGN
RDXSRD03.DGN
RDXSRD04.DGN
RDXSRD05.DGN
RDXSRD06.DGN
RDXSRD07.DGN
RDXSRD08.DGN
RDXSRD09.DGN
RDXSRD10.DGN
RDXSRD11.dgn
RDXSRD12.dgn
RDXSRD30.dgn
RW4130651.dgn
SBVHRD01.DGN
SIGNRD01.DGN
SIGNRD01_Permit.DGN
SPDTRD01.DGN
SUMQRD01.DGN
TCDSRD101.DGN
TCDSRD102.DGN
TCDSRD103.DGN
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413065-1_I-75 @ SR 884 (Colonial Blvd.) Pavement Design.pdf
BUC-EE'S SR 82 INTERSECTION IMPROVEMENTS_SS.pdf
JUPA.pdf
Draft Requirements Traceability Verification Matrix (RTVM) – FDOT will provide the draft

RTVM 30 days prior to the mandatory pre-bid meeting for inclusion in the meeting materials. FDOT will provide the final RTVM 30 days prior to the bid opening.

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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 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.

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)

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

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) and as identified in the Landscape Opportunity Plan.

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.

| Date | Minimum # of Days | Event |
|-------------------|--------------------------|---|
| <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 |
| <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>01/03/2020</u> | 17 | Deadline for submittal of Alternative Technical Concept Proposals 05:00 pm local time. |
| <u>01/03/2020</u> | 0 | Final deadline for submission of requests for Design Exceptions or Design Variations. |
| <u>02/07/2020</u> | 35 | 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 |
| | | One-on-One Alternative Technical Concept Discussion Meeting No. 3. 60 Minutes will be allotted for this Meeting. This ATC meeting is for |

| | | |
|-------------------|----|--|
| <u>2/21/2020</u> | 7 | 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. <i>The Department is to provide the list of questions within one (1) week of the due date.</i> |
| <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>05/29/2020</u> | 7 | Deadline for submittal of Written Responses to the Department’s follow up questions. 02:00 pm local time |
| <u>05/29/2020</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. |
| <u>06/08/2020</u> | 0 | Public announcing of Technical Scores and opening of Price Proposals at 11:00 am local time at District Office Bartow. |
| <u>06/15/2020</u> | 7 | Public Meeting of Selection Committee to determine intended Award |
| <u>06/15/2020</u> | 0 | Posting of the Department’s intended decision to Award |
| <u>06/29/2020</u> | 14 | FHWA Concurrence to Award |
| <u>07/06/2020</u> | 7 | Anticipated Award Date |
| <u>07/16/2020</u> | 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
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
13. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
14. Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
15. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
17. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
19. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
20. Florida Department of Transportation Utility Accommodation Manual
<http://www.fdot.gov/programmanagement/utilities/Default.shtm>
21. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
22. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>

27. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
28. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
29. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116
30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
33. Florida Department of Transportation Driveway Information Guide
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
34. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
35. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
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

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;
- 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 require approval by FHWA for PoDIs. 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 # and ACOE SAJ#. 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 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. Include the list of Category 2 structures and the relevant Work Group which the Independent Peer Review Firm is qualified for.

90% Phase Submittal

- 5 copies of 11" X 17" plans (all required components)
- 1 signed and sealed geotechnical report
- 4 copies of signed and sealed geotechnical report
- 4 copies of Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period
- 2 copies of signed and sealed Bridge Hydraulic Report
- 1 copy of design documentation
- 1 copy of Technical Special Provisions
- 1 copy of Landscape Opportunity Plans
- 1 copy of Bridge Load Rating Calculations
- 1 copy of Completed Bridge Load Rating Summary Detail Sheet
- 1 copy of Load Rating Summary Form
- 1 copy of Independent Peer Review Firm's comments, design verification calculations, and the EOR's response to the Independent

Peer reviewer's comments

1 copy of the Maintenance of Communication plan

___ 5 CD's containing the above information in .pdf format

All QC plans and documentation for each component submittal shall be electronic in .pdf format

1 DVD with CADD files including 3D Design Files

Google Earth ready KMZ files showing both existing and proposed information. (individual disciplines shall be on separate layers)

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

2 sets of signed and sealed 11" X 17" plans (all required documents)

5 copies of signed and sealed 11" X 17" plans

1 sets of signed and sealed design documentation

1 copy of signed and sealed design documentation

4 copies of Settlement and Vibration Monitoring Plan (SVMP)

1 copy of Landscape Opportunity Plans

4 sets of final documentation

1 signed and sealed copy of the Bridge Load Rating Summary Detail Sheet

1 signed and sealed copy of the Load Rating Summary Form

1 signed and sealed Construction Specifications Package or Supplemental Specifications Package

4 copies of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package

2 sets of electronic copies of Technical Special Provisions on CD

1 copy of Independent Peer Reviewer's signed and sealed cover letter that all comments have been addressed and resolved.

1 copy of 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.

1 copy of 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.

1 copy of the Maintenance of Communication plan

1 copy of the 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

5 DVD's containing the above information in .pdf format

1 DVD with all QC plans and documentation for each component submittal

1 DVD with CADD files including 3D Design Files

Google Earth ready KMZ files showing both existing and proposed information. (individual disciplines shall be on separate layers)

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 Department Plans Preparation Manual.

The Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the “Released for Construction” Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect the “Released for Construction” design and shall include all changes initiated by the Design-Build Firm or the Department in the form of revisions. The As-Built Plans shall be submitted a minimum of 30 calendar days prior to Project completion for Department review and acceptance as a

condition precedent to the Department's issuance of Final Acceptance. The submittal shall include As-Built plans, as described above, and surveys meeting the requirements of Design-Build Division I Specification 7-2.3, As-Built Drawings and Certified Surveys.

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
- 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 copy of Landscape Opportunity Plans
- 1 signed and sealed copy of the Bridge Load Rating Summary Form and Calculations based on as-built conditions
- 4 sets of final documentation (if different from final component submittal)
- 4 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
- 2 Final Project DVD's
- Google Earth ready KMZ files showing both existing and proposed information

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 accompany the CEI team at meetings when necessary for the term of the contract. 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.

- **General:**

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

- **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.

- **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. 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.

- **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 attending 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. The UCM shall be responsible for 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.

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 UAO having facilities within the Proposed Project Limits

| UAO | Contact Information | |
|---|----------------------------|--------------|
| AT&T | Greg Jacobson | 813-342-0512 |
| Century Link | Ezekiel Reid | 239-336-2030 |
| City of Fort Myers | Nicole Monahan | 239-321-7459 |
| Florida Power & Light - Distribution | Greg Coker | 941-723-4430 |
| FiberNet Direct - Crown Castle | Elio Viera | 786-701-7340 |
| Lee County - Utilities Div | Brian Hickey | 239-533-8155 |
| Level 3 Communications, Inc. dba CenturyLink National | Lamar Isbell | 813-787-3913 |
| Summit Broadband | Dean Huddlestun | 239-404-8289 |
| TECO Peoples Gas | Marilyn Aloï | 239-896-0812 |

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.

