

Attached to Addendum Six is the RFP dated May 31, 2023.

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

Jhoanna Garces de Beltré

Contracts Administrator

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

Signature

Date

Company Name

Florida Department of Transportation
District 1

**DESIGN-BUILD
REQUEST FOR PROPOSAL
for
SR 70 from Lorraine Road to Bourneside Boulevard,
Manatee County**

**Financial Projects Number(s): 414506-7-52-01, 414506-7-56-01
Federal Aid Project Number(s): D122-068-B
Contract Number: E1V68**

Addendum No 6

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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. These documents have been prepared for or by the Department utilizing registered professionals in their fields of practice, so the information contained therein can be construed as a sample representation of field conditions or statement of facts upon which the Design-Build Firm can rely. It is incumbent upon the Design-Build firm to determine whether the information provided in these documents is sufficient and current enough to develop an informed Technical Proposal and Bid Price Proposal or if further investigation is needed.

A 01 Project Advertisement

A 02 Division I Design-Build Specifications

- A 2.1_41450675201_Division I Design-Build Specifications-Updated 5-11-23.pdf
- A 2.2_SP0030900D1-722_Award And Execution Of Contract - Public Records.pdf
- A 2.3_SP0072900-7.22_Legal Requirements And Responsibility To The Public - E-Verify.pdf .pdf
- A 2.4_SP0073000-7.22_Legal Requirements and Responsibilities to the Public - Scrutinized Companies.pdf
- A 2.5_SP0073100-7.22_Legal Requirements And Responsibility To The Public - Title VI.pdf
- A 2.6_SP0080409D1-722_Contaminated Material (Mercury-Containing Devices And Lamps).pdf
- A 2.7_SP0080302A_CPM.pdf
- A 2.8_SP0081200_DamageRecovery.pdf
- A 2.9_SP0080306_Partnering.pdf
- A 2.10_SP0080307DRB_DisputesReviewBoard.pdf

A 03 Divisions II and III Special Provisions identified by the Department to be used on the Project

- A 3.1_Contractor Quality Control General Requirements (SP1050813DB).pdf
- A 3.2_Mobilization (SP1010000DB).pdf
- A 3.3_Structures Foundations (SP4550000DB)-Updated 3-2023 .pdf
- A 3.4_Value Added Bridge Components (SP4750000DB).pdf

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A 04 Pond Siting Report

- A 4.1_41450625201_Final_Pond Siting Report_2019-06-25.pdf
- A 4.2_41450625201_Final_Pond Siting Report_Addendum_2020-03-31.pdf

A 05 Permits

- A 5.1_2022-01-21_SFWWMD_Permit_815067_SR 70-Lorraine to Bourneside.pdf
- A 5.2_2022-03-18_FDEP 404 Permit_SR 70 Lorraine Rd to Bourneside_0398979-001-SFG.pdf

A 06 Typical Section Package

- A 6.1_Approved Typ Section Pkg_41450675201.pdf
- A 6.2_2023_04_03_TypSectionMemo.pdf

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A 07 Pavement Design

- A 7.1_41450675201_Pvmt_Design_Report-SR_70 - Signed.pdf

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- R 2.1.12.4 Frontier_ Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf
- R 2.1.12.5 FPL_ Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf
- R 2.1.12.6 Charter_ Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf
- R 2.1.12.7 414506-2_ BRU Reclaimed Water Line Project_ PermitResponse

R 2.1.13 LAKEWOOD RANCH

- R 2.1.13.1 Lakewood Ranch.pdf

R 2.2_ SUE_ Info

- R 2.2.1_ SURVRD01_ Omni SUE 2021 02 15.dgn
- R 2.2.2_ UTV Summary Report.pdf
- R 2.2.3_ UTV Summary Report.xlsx

R 2.3_ Util_ Contact_ List

- R 2.3_ Util_ Contact_ List.xlsx

R 2.4_ UWHCA_ Concept_ Plans

- R 2.4_ UWHCA_ Concept_ Plans.pdf

R 2.5 Util_ Work_ ByOthers

- R 2.5.1 UNITI FIBER
 - R 2.5.1.1_ Lakewood Ranch BB 2.2 - Redline.pdf
 - R 2.5.1.2_ Lakewood Ranch BB 3.1 – Redline.pdf
 - R 2.5.1.3_ Redline Schroeder Ranch SR70 PTCYFL02-000316.pdf
 - R 2.5.1.4_ U51098-CRAN_RTFL_SAR03_005-CPE-412561-FDOT-1 Red Lines.pdf

R 03_ Engineering Reports

- R 3.1_ 41450625201_ Pavement Survey and Evaluation Report.pdf
- R 3.2_ 41450625201_ SR 70 Lorraine to CR 675 - DTTM reevaluation (final)_2018_10_18.pdf
- R 3.3_ 41450625201_ SR70_ Final BHR.pdf
- R 3.4_ 41450625201_ SR70_ Final BDR_ S&S.pdf
- R 3.5_ 41450675201_ SR70-Greenbrook_ SS_ SWA.pdf
- R 3.6_ 414506-2_ Final_ Context Classification_ SR 70 to CR 678.pdf
- R 3.7_ 414506-7_ SR70-~~SWFWMD RAI~~ DDD.pdf
- R 3.8_ 414506-2 ITS PDAR.pdf
- R 3.9_ TrafficMovement_ Counts_ SR70atLorraine.pdf
- R 3.10_ TrafficMovement_ Counts_ SR70atPost.pdf

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R 04_ Concept Plans-Updated 5-2023

- R 4.1_ 41450615201-ROADWAY-Concept Plans.pdf
- R 4.2_ 41450675201-SIGNINGMARKING-Concept Plans.pdf
- R 4.3_ 41450675201-SIGNALIZATION-Concept Plans.pdf
- R 4.4_ 41450675201-ITS-Concept Plans.pdf
- R 4.5_ 41450675201-LIGHTING-Concept Plans.pdf
- R 4.6_ 41450675201-LANDSCAPE-Concept Plans.pdf
- R 4.7_ 41450675201-STRUCTURES-Concept Plans.pdf

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Request for Proposal – Addendum No ~~6~~
SR 70 from Lorraine Road to Bournside Boulevard

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- R 12.7_41450622201-CE2-D1-AirQualityTechMemorandum-2019-0401.pdf
- R 12.8_41450622201-CE2-D1-Comments & Coordination Report 2021-0527.pdf
- R 12.9_41450622201-CE2-D1-Context_Classification_Memo-2018-1106.pdf
- R 12.10_41450622201-CE2-D1-CRAS_Technical_Memo_Addendum-2020-0309.pdf
- R 12.11_41450622201-CE2-D1-CSER-Mainline-2019-0325.pdf
- R 12.12_41450622201-CE2-D1-CSER-Ponds-2019-0325.pdf
- R 12.13_41450622201-CE2-D1-CSER-PondsAddendum-2020-0313.pdf
- R 12.14_41450622201-CE2-D1-Cultural_Resource_Assessment_Survey-2019-0430.pdf
- R 12.15_41450622201-CE2-D1-Design_Traffic_Technical_Memorandum_Reevaluation-2018-1019.pdf
- R 12.16_41450622201-CE2-D1-Design_Traffic_Technical_Memorandum-2016-0715.pdf
- R 12.17_41450622201-CE2-D1-Geotechnical_Technical_Memorandum-2019-0326.pdf
- R 12.18_41450622201-CE2-D1-NRE_Addendum-2020-0313.pdf
- R 12.19_41450622201-CE2-D1-PondSitingReport-2019-0115.pdf
- R 12.20_41450622201-CE2-D1-Pond_Siting_Report_Addendum-2020-0331.pdf
- R 12.21_41450622201-CE2-D1-PublicInvolvementPlan-2017-0314.pdf
- R 12.22_41450622201-CE2-D1-SocioculturalDataReport-2019-0401.pdf
- R 12.23_41450622201-CE2-D1-Utility_Assessment_Package-2020-0302.pdf
- R 12.24_41450622201-CE2-D1-WQIE_form-2019-0411.pdf
- R 12.25_41450622201-CE2-D1-Signed_Reevaluation_Form_SR_70_FROM-2022-0916.pdf

R 13_CADD_Files

R 13.1 drainage-~~updated-5-2023~~.zip

R13.2 geotech.zip

R13.3 its.zip

R13.4 landscape.zip

R13.5 lighting.zip

R13.6 permits.zip

R13.7 roadway.zip

R13.8 rwmap.zip

R13.9 signals.zip

R13.10 signing.zip

R13.11 struct.zip

R13.12 survey.zip

R13.13 trafops.zip

R13.14 utils.zip

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R 14_Workforce_Employment_Hiring_Portal

R 14_Workforce_Employment_Hiring_Portal.pdf

R 15_Manatee County Public Works Eng Standards

R 15.1_PW Standards Part I. Utilities Standards Manual.pdf

R 15.2_PW Standards Part 2. Stormwater Management Manual.pdf

R 15.3_PW Standards Part 3. HIGHWAY AND TRAFFIC STANDARDS MANUAL.pdf

R 15.4_STANDARDS DESIGN EXCEPTION PROCEDURES MANUAL.pdf

R 15.5_2022 HWY & TRAFFIC STDS DETAILS.pdf

R 15.6_APPROVED PRODUCTS REVIEW PROCEDURES MANUAL.pdf

R 15.7_Manatee County - Utility Approved Product List.pdf

R 15.8_STANDARDS UPDATE & REVISIONS PROCEDURES MANUAL.pdf

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R 16_ICPR4 Models-Updated-~~5~~2023.zip

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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 United State Code (USC) Chapter 61, and its implementing regulations. All costs concerning the acquisition of additional Right of Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, and property cost. The Department will have sole discretion with respect to the entire acquisition process of the additional Right of Way.

Any Right of Way acquisition required for/proposed by a Design-Build Firm Technical Proposal will require a re-evaluation of the PD&E Study. This includes completing a State Environmental Impact Report (Type 2 CE) or National Environmental Policy Act (NEPA) evaluation as appropriate. The Design-Build Firm shall coordinate with the District Environmental Management Office and provide any required information so that the District can complete the re-evaluation for approval. Right of Way acquisition cannot begin until the PD&E re-evaluation has been completed and approved. Any time delays or costs associated with processing this re-evaluation will be the sole responsibility of the Design-Build Firm.

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 and/or a Letter of Credit meeting the requirements of Section 14-116.002, Florida Administrative Code, and approved by the Department’s Comptroller 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 (10) days written notice from the Department. The funds and/or 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.

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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.

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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.

Workforce Employment

To support workforce development and inform job seekers of employment opportunities, the Design-Build firm shall develop, host, and maintain a website that lists available local employment opportunities for both skilled and entry level positions for the project as shown in Reference Document R 14. Information on the website shall include job listings for the prime contractor and sub-contractors of the project, job requirements, and local contact information to assist applicants. The webpage shall be maintained with up-to-date employment opportunities through the completion of the project. The website shall be developed to provide the ability to easily link the web address to the information on existing webpages, to provide greater visibility for interested parties to view information.

Description of Work

The Attachments represent the Department’s concept and are considered to be reliable information developed for the project. The requirements of this project are included below in this RFP. Attachments do not constitute or represent a binding requirement of this contract unless specifically stated below and/or in subsequent sections of this RFP.

The Department has established the following project requirements:

1. Meet all project commitments as presented in Section ~~V~~.D of this RFP and attachment A 10.
2. Modern Roundabouts at Uihlein Road, Del Webb Boulevard, and Bourneside Boulevard.
3. Utility work as shown in the concept Utility Work by Highway Contractor Agreement (UWHCA) plans.
4. 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.

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. Any design alternatives should be presented through the ATC process as described in Section V, Part B of this RFP.

This roadway improvement project entails widening SR 70 from Lorraine Road to Bourneside Boulevard from a predominantly two-lane undivided facility to a six-lane divided facility in Segment 1 and to a four-lane divided facility in Segment 2 and provide roundabouts at three existing intersections within the corridor. The proposed design speed for SR 70 is 45 miles per hour (mph) and the context classification is C3R-Suburban Residential. SR 70 shall be designed with a minimum 2’ base clearance from the Seasonal High Water Elevation to the low edge of pavement and a low edge of pavement elevation above the 100-year floodplain elevation.

The project is approximately 3.083 miles in length. The width of existing Right of Way along the corridor is approximately 200 feet. The proposed operational improvements along SR 70 will take place within the existing Right of Way.

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- **Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, completing the geotechnical investigation, subsurface utility engineering, design, and 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 (MOT), demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

In the performance of professional services, the Design-Build Firm shall use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities. The Design-Build Firm will use due care in performing its services and will have due regard for acceptable engineering standards and principles. The Design-Build Firm's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

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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 MOT during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as State and local governments, utilities and the public.

The Design-Build Firm shall be responsible for reviewing the approved PD&E Study, Technical Documents supporting the PD&E Study, and subsequent re-evaluations included in the Reference Documents.

The Design-Build Firm may propose changes which differ from the approved PD&E Study and/or re-evaluation(s). An approved re-evaluation to document changes proposed by the Design-Build Firm is required prior to construction of the specific activity as required in Section V.I.3. The Design-Build Firm is responsible for coordinating with the District Environmental Management Office any engineering and environmental (e.g., social, cultural, natural and physical) information required to complete the re-evaluation of the PD&E Study. The Design-Build Firm will not be compensated for any additional costs or time associated with the re-evaluation(s) resulting from proposed design changes.

The Design-Build Firm is responsible for coordinating with the District Environmental Management Office (EMO) 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 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.

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D. Department Commitments:

The Design-Build Firm will be responsible for adhering to the project commitments identified below and/or in the Project Commitment Record (see Attachment A 10):

Any commitments that may be affected by an ATC shall be identified in the ATC proposal and discussed at the ATC meeting.

- Impacts to suitable foraging habitat for the federally-protected wood stork will be mitigated through the purchase of credits from a USFWS-approved mitigation bank pursuant to Section 373.1437, F. S. or as otherwise agreed to by the FDOT and the appropriate regulatory agencies.
- The USFWS Standard Protection Measures for the Eastern Indigo Snake will be implemented to assure that the eastern indigo snake will not be adversely impacted by the project.
- Coordination with Lakewood Ranch Stewardship District for the relocation of two light poles located on Bourneside Boulevard (inside existing raised median), south of SR 70. Existing light poles are to remain in place until work commences in the location described above. Relocation of the light poles is necessary for the contractor to perform work. A relocation request shall be sent to the Lakewood Ranch Stewardship District 30 days in advance of begin work in the area as described.
- The Department shall design and construct a roundabout at Del Webb using a design vehicle of a WB-50 for ingress into the community (EB to SB movement).
- The Design-Build Firm is responsible for coordinating with property owners prior to cutting and capping all electrical and irrigation lines encountered at parcel 130. Refer to the concept plans (R 4.1) and the right of way maps (A 09) for additional information.

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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 modifying the 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

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entities. Adjoining construction projects include, but are not limited to:

- a. Manatee County project CIP # 6102860: State Road 70 at White Eagle Boulevard Intersection Improvement (under construction).
 - i. Project Manager: Albert Rosenstein
- b. Manatee County project CIP # 6109060: Player's Drive at Lorraine Road Intersection Improvements (In-Design)
 - i. Project Manager: Daniel Garner
- c. Manatee County project CIP # 6107660: Lorraine Road - SR 64 to 59th Ave E (In-Design)
 - i. Project Manager: Anthony Russo
- d. FDOT project FPID # 449121-1-52-01: SR 70 from Lakewood Ranch Blvd to W of Lorraine Rd (In-Design)
 - i. Project Manager: Keri Nelson

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 DRB shall assist in the resolution of disputes and claims arising out of the work on the Contract.

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VI. Design and Construction Criteria.

A. General:

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

B. Vibration and Settlement Monitoring:

The Department has identified noise and vibration sensitive sites along the project corridor such as residences, medical facilities, and place of worship. These sites can be found listed in the Reference Document R 12.6 (Final Noise Study Report SR 70 Lorraine to CR 675.pdf)

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

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

C. Geotechnical Services:

From Station 181+00 to Station 184+00 and Station 205+00 to Station 208+00 (CL Const. SR 70), bridges shall be supported using deep foundations tipped no higher than Elevation -5 ft (minus 5 ft) ft NAVD.

Driven Pile Foundations for Bridges and Major Structures

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision 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

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11. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs between the Department and the utility.
12. Prepare utility certifications or statements for all Federal-Aid construction projects per 23 CFR 635.309(p)(1)(v).

The following Utility Agency/Owners (UAO'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 UAO identified herein along with an identification of whether the UAO or the Design-Build Firm will be responsible for performing the utility work.

Table A- Summary of UAOs Having Facilities within the Proposed Project Limits

<u>UAO</u>	<u>Utility Relocation Type</u>	<u>Design-Build Responsibility</u>	<u>Cost Estimate</u>
AT&T Transmission Greg Jacobson 6015 Benjamin Rd. Suite 306 Tampa, FL 33643 813-342-0512 gtjacobson@att.com	Relocation by UAO at UAO Expense	Coordination and Schedule	At UAO Expense
Braden River Utilities Bob Simons Director Braden River Utilities 6310 Lakewood Ranch Blvd, Lakewood Ranch, FL 34202 (914) 755-6574 bob.simons@lakewoodranch.com	Relocation by UAO at UAO Expense	Coordination and Schedule	At UAO Expense
FPL Transmission Craig Ledbetter 15430 Endeavor Drive Jupiter, FL 33478 561-803-7942 Craig.Ledbetter@fpl.com	Relocation by UAO at UAO Expense and FDOT Expense (TBD)	Coordination and Schedule	At UAO Expense
Frontier Florida, LLC Denise Hutton 1701 Ringling Blvd Sarasota, FL 34236 941-906-6722 denise.hutton@ftr.com	Relocation by UAO at UAO Expense	Coordination and Schedule	At UAO Expense

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 14400 Convent Way
 Lakewood Ranch, FL 34202
 941-276-7476
vincent.dodge@lakewoodranch.com
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Florida Department of Transportation
District 1

**DESIGN-BUILD
REQUEST FOR PROPOSAL
for
SR 70 from Lorraine Road to Bourneside Boulevard,
Manatee County**

**Financial Projects Number(s): 414506-7-52-01, 414506-7-56-01
Federal Aid Project Number(s): D122-068-B
Contract Number: E1V68**

Addendum No 6

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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. These documents have been prepared for or by the Department utilizing registered professionals in their fields of practice, so the information contained therein can be construed as a sample representation of field conditions or statement of facts upon which the Design-Build Firm can rely. It is incumbent upon the Design-Build firm to determine whether the information provided in these documents is sufficient and current enough to develop an informed Technical Proposal and Bid Price Proposal or if further investigation is needed.

A 01 _Project Advertisement

A 02 _Division I Design-Build Specifications

- A 2.1_ 41450675201 _Division I Design-Build Specifications-Updated 5-11-23.pdf
- A 2.2_ SP0030900D1-722 _Award And Execution Of Contract - Public Records.pdf
- A 2.3_ SP0072900-7.22 _Legal Requirements And Responsibility To The Public - E-Verify.pdf .pdf
- A 2.4_ SP0073000-7.22 _Legal Requirements and Responsibilities to the Public - Scrutinized Companies.pdf
- A 2.5_ SP0073100-7.22 _Legal Requirements And Responsibility To The Public - Title VI.pdf
- A 2.6_ SP0080409D1-722 _Contaminated Material (Mercury-Containing Devices And Lamps).pdf
- A 2.7_ SP0080302A _CPM.pdf
- A 2.8_ SP0081200 _DamageRecovery.pdf
- A 2.9_ SP0080306 _Partnering.pdf
- A 2.10_ SP0080307DRB _DisputesReviewBoard.pdf

A 03 _Divisions II and III Special Provisions identified by the Department to be used on the Project

- A 3.1_ Contractor Quality Control General Requirements (SP1050813DB).pdf
- A 3.2_ Mobilization (SP1010000DB).pdf
- A 3.3_ Structures Foundations (SP4550000DB)-Updated 3-2023 .pdf
- A 3.4_ Value Added Bridge Components (SP4750000DB).pdf

A 04 _Pond Siting Report

- A 4.1_ 41450625201 _Final _Pond Siting Report _2019-06-25.pdf
- A 4.2_ 41450625201 _Final _Pond Siting Report _Addendum _2020-03-31.pdf

A 05 _Permits

- A 5.1_ 2022-01-21 _SWFWMD _Permit _815067 _SR 70-Lorraine to Bourneside.pdf
- A 5.2_ 2022-03-18 _FDEP 404 Permit _SR 70 Lorraine Rd to Bourneside_0398979-001-SFG.pdf

A 06 _Typical Section Package

- A 6.1_ Approved Typ Section Pkg 41450675201.pdf
- A 6.2_ 2023_04_03_TypSectionMemo.pdf

A 07 _Pavement Design

- A 7.1_ 41450675201 _Pvmt _Design _Report-SR_70 - Signed.pdf

- A 7.2_41450625201_FDOT Design Traffic and 18-kip Information.pdf
- A 7.3_41450625201_Resilient Modulus Information.pdf
- A 7.4_41450625201_Geotech Design Resilient Modulus Report.pdf

A 08_ Approved Design Variation Memorandum

- A 8.1_ Approved Design Variation Memorandum.pdf
- A 8.2 Approved Design Variation Memorandum_2-8-2023.pdf

A 09_ Right of Way Maps

- A 09_ Right of Way Maps 1-24-23.pdf

A 10_ Project Commitment Record

- A 10_ Project Commitment Record.pdf

A 11_ Geotechnical Reports

- A 11.1_414506-2_PD&E Soil Survey (SR 70-Lorraine to CR 675).pdf
- A 11.2_414506-2_SR 70 from Lorraine to CR 675 Level I CSER FPC B and Regional Pond.pdf
- A 11.3_414506-7 SR 70_Bridge Geotechnical Data Report.pdf
- A 11.4_414506-2_SR_70_Borings.pdf
- A 11.5_414506-2_SR_70_Lorraine_Road_to_CR_675_15_SHGWT_Ponds.pdf
- A 11.6_414506-2_Summary of Seasonal High Groundwater Table Estimates.pdf
- A 11.7_414506-7 SR 70_Roadway Soil Survey Data Report.pdf
- A 11.8_414506-7_SR 70 Miscellaneous Structures Geotechnical Data Report.pdf

Bid Price Proposal Forms:

1. Bid Blank-Updated 4-23 (375-020-17)
2. Design Build Proposal of Proposer (375-020-12)
3. Design Build Bid Proposal Form-Updated 4-23 (700-010-65)
4. Bid or Proposal Bond (375-020-34)
5. Vendor Scrutiny-DBE Forms (375-030-60 & 275-030-11, 11B)

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.

R 01_ As-Built Plans_1976

- R 01_ As-Built Plans_1976.pdf

R 02_ Utilities

R 2.1_RGBs_UWS_UWA

R 2.1.1_AT&T Transmission

- R 2.1.1.1_414506-7 AT&T Transmission Concept Plans RGB's.pdf
- R 2.1.1.2_414506-7 AT&T Transmission Concept Plans UWS.docx

R 2.1.2_FPL Distribution NF

- R 2.1.2_FPL Distribution NF.pdf

R 2.1.3_FPL Transmission

- R 2.1.3.1_414506-7 FPL Transmission Concept Plans RGBs.pdf
- R 2.1.3.2_Form 360 -OSHA Clearances.pdf

R 2.1.4_Frontier

- R 2.1.4.1_414506-7 Frontier Concept Plans RGBs.pdf
- R 2.1.4.2_414506-7 Frontier Concept Plans UWS.docx

R 2.1.5_Manatee County Traffic NI

- R 2.1.5_Manatee County Traffic NI.pdf

R 2.1.6_MCI NF

- R 2.1.6_MCI NF.pdf

R 2.1.7_Myakka Utilities NF

- R 2.1.7.1_414506-7 No Facilities_Myakka Utilities.pdf
- R 2.1.7.2_414506-7 Utility Disposition Form - Myakka Comm.pdf

R 2.1.8_Spectrum

- R 2.1.8.1_414506-7 Spectrum Concept Plans RGBs.pdf
- R 2.1.8.2_414506-7 Spectrum Concept Plans UWS.pdf

R 2.1.9_TECO PG

- R 2.1.9_TECO PG.pdf

R 2.1.10_PRECO

- R 2.1.10.1_PRECO-TRANS UWA.pdf
- R 2.1.10.2_PRECO_TRANS_UWS.pdf
- R 2.1.10.3_PRECO_TRANS_UWE.pdf
- R 2.1.10.4_PRECO_TRANS_RGB.pdf

R 2.1.11_UNITI FIBER

- R 2.1.11.1 2022_03_23_414506-7_SR70_UAOs_Set_LR Uniti Fiber RGB Markup.pdf
- R 2.1.11.2 2022_03_23_414506-7_SR70_UAOs_Set_LR Uniti Fiber RGB Markup (UA Pages).pdf

R 2.1.12 BRADEN RIVER UTILITIES

- R 2.1.12.1 41405-7 Ph. IIR RGB – Braden River Utilities.pdf
- R 2.1.12.2 230106 BRU 16in RWM Set (FDOT D1) - S&S.pdf
- R 2.1.12.3 PRECO_Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf

- R 2.1.12.4 Frontier_Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf
- R 2.1.12.5 FPL_Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf
- R 2.1.12.6 Charter_Utility Company Contact for Lakewood Ranch Projects - BRU Reclaimed Water Line Project.pdf
- R 2.1.12.7 414506-2_BRU Reclaimed Water Line Project_PermitResponse

- R 2.1.13 LAKEWOOD RANCH
 - R 2.1.13.1 Lakewood Ranch.pdf

- R 2.2_SUE_Info
 - R 2.2.1_SURVRD01_Omni SUE 2021 02 15.dgn
 - R 2.2.2_UTV Summary Report.pdf
 - R 2.2.3_UTV Summary Report.xlsx

- R 2.3_Util_Contact_List
 - R 2.3_Util_Contact_List.xlsx

- R 2.4_UWHCA_Concept_Plans
 - R 2.4_UWHCA_Concept_Plans.pdf

- R 2.5 Util_Work_ByOthers
 - R 2.5.1 UNITI FIBER
 - R 2.5.1.1_Lakewood Ranch BB 2.2 - Redline.pdf
 - R 2.5.1.2_Lakewood Ranch BB 3.1 – Redline.pdf
 - R 2.5.1.3_Redline Schroeder Ranch SR70 PTCYFL02-000316.pdf
 - R 2.5.1.4_U51098-CRAN_RTFL_SAR03_005-CPE-412561-FDOT-1 Red Lines.pdf

- R 03_Engineering Reports
 - R 3.1_41450625201_Pavement Survey and Evaluation Report.pdf
 - R 3.2_41450625201_SR 70 Lorraine to CR 675 - DTTM reevaluation (final)_2018_10_18.pdf
 - R 3.3_41450625201_SR70_Final BHR.pdf
 - R 3.4_41450625201_SR70_Final_BDR_S&S.pdf
 - R 3.5_41450675201_SR70-Greenbrook_SS_SWA.pdf
 - R 3.6_414506-2_Final_Context Classification_SR 70 to CR 678.pdf
 - R 3.7_414506-7_SR70-SWFWMD RAI_DDD.pdf
 - R 3.8_414506-2 ITS PDAR.pdf
 - R 3.9_TrafficMovement_Counts_SR70atLorraine.pdf
 - R 3.10_TrafficMovement_Counts_SR70atPost.pdf

- R 04_Concept Plans-Updated 5-2023
 - R 4.1_41450615201-ROADWAY-Concept Plans.pdf
 - R 4.2_41450675201-SIGNINGMARKING-Concept Plans.pdf
 - R 4.3_41450675201-SIGNALIZATION-Concept Plans.pdf
 - R 4.4_41450675201-ITS-Concept Plans.pdf
 - R 4.5_41450675201-LIGHTING-Concept Plans.pdf
 - R 4.6_41450675201-LANDSCAPE-Concept Plans.pdf
 - R 4.7_41450675201-STRUCTURES-Concept Plans.pdf

R 05_Roundabout Review Documents

R 5.1_Plan_Sheets_Roundabout_Review

R 5.1_Plan_Sheets_Roundabout_Review.pdf

R 5.2_Traffic_Forecast_Re-Evaluation

R 5.2_Traffic_Forecast_Re-Evaluation.pdf

R 5.3_Operational_Analysis

R 5.3.1_D1 - SR 70 ICE Analysis - Uihlein Rd (optimized).pdf

R 5.3.2_D1 - SR 70 ICE Analysis - Del Webb Blvd (optimized).pdf

R 5.3.3_D1 - SR 70 ICE Analysis - Bourneside Blvd (optimized).pdf

R 5.4_Fastest_Path_Review

R 5.4_Fastest_Path_Review.pdf

R 5.5_Swept_Path_Review

R 5.5_Swept_Path_Review.pdf

R 5.6_Sight_Distance_Review

R 5.6_Sight_Distance_Review.pdf

R 06_Lighting Reports

R 6.1_414506-2-22-01_Lighting Justification Study_2022-08-18.pdf

R 6.2_414506-7-52-01_Lighting Design Analysis Report_2022-08-18.pdf

R 07_Bridge Culvert Inspection Reports Exempt

R 7.1_130113_2019-08-13_INSPECTION REPORT REGULAR NBI_Exempt.pdf

R 7.2_130114_2019-08-13_INSPECTION REPORT REGULAR NBI_Exempt.pdf

R 08_VE Study_2018

R 08_VE Study_2018.pdf

R 09_Not Applicable

R 10_Level II Contamination Report

R 10_Level II Contamination Report.pdf

R 11_Crash History

R 11.1_Crashes_2014-2018.pdf

R 11.2_SSOgis_Crashes_2014-2018.pdf

R 11.3_SSOgis_Crashes_2014-2018.xlsx

R 12_PDandE Study Documents

R 12.1_41450622201-CE2-D1-Preliminary_Engineering_Report-2020-1113.pdf

R 12.2_41450625201_Location Hydraulic Report_2019_0615.pdf

R 12.3_41450622201-CE2-D1-ApprovedType2CEDeterminationReport_SR_70_FROM-2020-1201.pdf

R 12.4_41450622201-CE2-D1-Signed_Reevaluation_Form_SR_70_FROM-2021-0825.pdf

R 12.5_41450622201-CE2-D1-NaturalResourcesEvaluation-2019-0617.pdf

R 12.6_Final Noise Study Report SR 70 Lorraine to CR 675.pdf

- R 12.7_41450622201-CE2-D1-AirQualityTechMemorandum-2019-0401.pdf
- R 12.8_41450622201-CE2-D1-Comments & Coordination Report 2021-0527.pdf
- R 12.9_41450622201-CE2-D1-Context_Classification_Memo-2018-1106.pdf
- R 12.10_41450622201-CE2-D1-CRAS_Technical_Memo_Addendum-2020-0309.pdf
- R 12.11_41450622201-CE2-D1-CSER-Mainline-2019-0325.pdf
- R 12.12_41450622201-CE2-D1-CSER-Ponds-2019-0325.pdf
- R 12.13_41450622201-CE2-D1-CSER-PondsAddendum-2020-0313.pdf
- R 12.14_41450622201-CE2-D1-Cultural_Resource_Assessment_Survey-2019-0430.pdf
- R 12.15_41450622201-CE2-D1-Design_Traffic_Technical_Memorandum_Reevaluation-2018-1019.pdf
- R 12.16_41450622201-CE2-D1-Design_Traffic_Technical_Memorandum-2016-0715.pdf
- R 12.17_41450622201-CE2-D1-Geotechnical_Technical_Memorandum-2019-0326.pdf
- R 12.18_41450622201-CE2-D1-NRE_Addendum-2020-0313.pdf
- R 12.19_41450622201-CE2-D1-PondSitingReport-2019-0115.pdf
- R 12.20_41450622201-CE2-D1-Pond_Siting_Report_Addendum-2020-0331.pdf
- R 12.21_41450622201-CE2-D1-PublicInvolvementPlan-2017-0314.pdf
- R 12.22_41450622201-CE2-D1-SocioculturalDataReport-2019-0401.pdf
- R 12.23_41450622201-CE2-D1-Utility_Assessment_Package-2020-0302.pdf
- R 12.24_41450622201-CE2-D1-WQIE_form-2019-0411.pdf
- R 12.25_41450622201-CE2-D1-Signed_Reevaluation_Form_SR_70_FROM-2022-0916.pdf

R 13_CADD_Files

- R 13.1 drainage-updated-5-2023.zip
- R13.2 geotech.zip
- R13.3 its.zip
- R13.4 landscape.zip
- R13.5 lighting.zip
- R13.6 permits.zip
- R13.7 roadway.zip
- R13.8 rwmap.zip
- R13.9 signals.zip
- R13.10 signing.zip
- R13.11 struct.zip
- R13.12 survey.zip
- R13.13 trafops.zip
- R13.14 utils.zip

R 14_Workforce_Employment_Hiring_Portal

- R 14_Workforce_Employment_Hiring_Portal.pdf

R 15_Manatee County Public Works Eng Standards

- R 15.1_PW Standards Part I. Utilities Standards Manual.pdf
- R 15.2_PW Standards Part 2. Stormwater Management Manual.pdf
- R 15.3_PW Standards Part 3. HIGHWAY AND TRAFFIC STANDARDS MANUAL.pdf
- R 15.4_STANDARDS DESIGN EXCEPTION PROCEDURES MANUAL.pdf
- R 15.5_2022 HWY & TRAFFIC STDS DETAILS.pdf
- R 15.6_APPROVED PRODUCTS REVIEW PROCEDURES MANUAL.pdf
- R 15.7_Manatee County - Utility Approved Product List.pdf
- R 15.8_STANDARDS UPDATE & REVISIONS PROCEDURES MANUAL.pdf

R 16_ICPR4 Models-Updated-5-2023.zip

R 17_AGI R32 Lighting Models.zip

R 18_HEC_RAS_Models-Updated2-2023.zip

R 19 SR 70-Lorraine_Signals_010920.pdf

I. Introduction.

The Florida Department of Transportation (Department/FDOT) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the widening of State Road (SR) 70 from Lorraine Road to Bourneside Boulevard.

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.

Project Description

Landscaping

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 project shall produce 90% and 100% Landscape Plans as a component of the Roadway Plans and will meet the standards outlined in the FDOT Highway Beautification Policy.

Coordination will be required by the Design-Build Firm's Landscape Architect (DBLA) and the District Landscape Architect. Coordination between DBLA, the District Landscape Architect and Engineer will be required during the Design-Build plans development process. The DBLA shall be included in the project kick-off meeting and subsequent progress meetings.

Right of Way

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 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 RFP 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 United State Code (USC) Chapter 61, and its implementing regulations. All costs concerning the acquisition of additional Right of Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, and property cost. The Department will have sole discretion with respect to the entire acquisition process of the additional Right of Way.

Any Right of Way acquisition required for/proposed by a Design-Build Firm Technical Proposal will require a re-evaluation of the PD&E Study. This includes completing a State Environmental Impact Report (Type 2 CE) or National Environmental Policy Act (NEPA) evaluation as appropriate. The Design-Build Firm shall coordinate with the District Environmental Management Office and provide any required information so that the District can complete the re-evaluation for approval. Right of Way acquisition cannot begin until the PD&E re-evaluation has been completed and approved. Any time delays or costs associated with processing this re-evaluation will be the sole responsibility of the Design-Build Firm.

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 and/or a Letter of Credit meeting the requirements of Section 14-116.002, Florida Administrative Code, and approved by the Department's Comptroller 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 (10) days written notice from the Department. The funds and/or 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.

Workforce Employment

To support workforce development and inform job seekers of employment opportunities, the Design-Build firm shall develop, host, and maintain a website that lists available local employment opportunities for both skilled and entry level positions for the project as shown in Reference Document R 14. Information on the website shall include job listings for the prime contractor and sub-contractors of the project, job requirements, and local contact information to assist applicants. The webpage shall be maintained with up-to-date employment opportunities through the completion of the project. The website shall be developed to provide the ability to easily link the web address to the information on existing webpages, to provide greater visibility for interested parties to view information.

Description of Work

The Attachments represent the Department's concept and are considered to be reliable information developed for the project. The requirements of this project are included below in this RFP. Attachments do not constitute or represent a binding requirement of this contract unless specifically stated below and/or in subsequent sections of this RFP.

The Department has established the following project requirements:

1. Meet all project commitments as presented in Section V.D of this RFP and attachment A 10.
2. Modern Roundabouts at Uihlein Road, Del Webb Boulevard, and Bourneside Boulevard.
3. Utility work as shown in the concept Utility Work by Highway Contractor Agreement (UWHCA) plans.
4. 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.

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. Any design alternatives should be presented through the ATC process as described in Section V, Part B of this RFP.

This roadway improvement project entails widening SR 70 from Lorraine Road to Bourneside Boulevard from a predominantly two-lane undivided facility to a six-lane divided facility in Segment 1 and to a four-lane divided facility in Segment 2 and provide roundabouts at three existing intersections within the corridor. The proposed design speed for SR 70 is 45 miles per hour (mph) and the context classification is C3R-Suburban Residential. SR 70 shall be designed with a minimum 2' base clearance from the Seasonal High Water Elevation to the low edge of pavement and a low edge of pavement elevation above the 100-year floodplain elevation.

The project is approximately 3.083 miles in length. The width of existing Right of Way along the corridor is approximately 200 feet. The proposed operational improvements along SR 70 will take place within the existing Right of Way.

Segment 1 from Lorraine Road to Greenbrook Boulevard:

The typical section will provide a six-lane section from Lorraine Road to Greenbrook Boulevard. The typical section includes three 11-foot travel lanes in each direction, a 22-foot wide median, a closed drainage system with curb and gutters (Type E on the inside and Type F on the outside), and a 10-foot shared used path (SUP) on both sides of the roadway. The storm sewer systems provides attenuation.

Segment 2 from Greenbrook Boulevard to Bourneside Boulevard:

The typical section will provide a four-lane expandable to six-lane typical section from Greenbrook Boulevard to Bourneside Boulevard. The expandable typical section will provide a curbed roadway with two 12-foot travel lanes in each direction, a closed drainage system with curb and gutters (Type E on the inside and Type F on the outside), and a 10-foot shared used path on both sides of the roadway. The storm sewer systems provide attenuation. The proposed typical includes a 54-foot wide median designed to accommodate a six-lane section in the future when traffic needs merit an expansion. The future widening will be accomplished by adding a 12-foot travel lane in each direction towards the inside. A change in land use provides a reduction in pollutant loading for the project.

Within Segment 2, the existing bridge culverts #130113 and #130114 shall be replaced with new bridges along SR 70 to span the Braden River and the Braden River Overflow, respectively. Both bridges shall provide for wildlife accommodation by providing minimum 3' wide shelves on both sides under the bridges. The Design-Build Firm shall maximize the available vertical clearance with a minimum of 4.4' vertical clearance under the Braden River Bridge (#130163/#130162) and 6.5' under the Overflow Bridge (#130166/#130165) from their respective Normal Highwater (NHW) elevations. The wildlife shelves shall provide a relatively flat and permanent cover material that withstand erosive velocities during the Design Highwater (DHW) event.

The three proposed modern Roundabouts at Uihlein Road, Del Webb Boulevard, and Bourneside Boulevard shall be designed with the following design vehicle requirements.

- All SR 70 through movements (EB and WB) shall be designed utilizing WB-62FL vehicles in the outside lane and passenger vehicle in the inside lane and utilizing WB-62FL vehicles in the inside lane and passenger vehicle in the outside lane.
- Bourneside Blvd. shall be designed utilizing WB-62FL vehicle for through movements (NB and SB), EB to SB, WB to NB, EB to NB, and WB to SB movements.
- Uihlein Rd. shall be designed utilizing WB-62FL vehicle for EB to NB, WB to NB, SB to WB, and SB to EB movements.
- Del Webb Blvd. shall be designed utilizing WB-50 vehicle for the EB to SB movement.

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 based on the approved Typical Section Package (Attachment A 6.1). This includes any recent changes that may differ from the provided reference concept plans.

Minimum mill/resurface of roadway and shoulders: All existing roadway and shoulder surfaces on SR 70 and on the intersecting roadways shall be milled and resurfaced up to the limits described below:

- SR 70 WB: from approximately 820 ft. west of Lorraine Road. to the begin reconstruction limits
- SR 70 EB: from approximately station 121+60.00 (RT) to the begin reconstruction limits. Coordination with FPID 449121-1-52-01 is required to obtain the exact milling joint location.
- Lorraine Road: up to the curb return limits that ties-in with the existing side street conditions.
- Greenbrook Blvd.: northbound roadway limits within the development of the left turn taper.

- Bourneside Blvd (south of SR 70): northbound lanes to re-stripe the existing roadway to match the proposed approach roundabout lanes configuration. The proposed pavement markings within the milling limits shall prevent the traveling public to taper into the existing inside turn lane.
- SR 70 (westbound): length to transition from the new two westbound lanes to the existing one-lane each way configuration.

The existing eastbound right turn lane, west of Lorraine Road, shall be extended by constructing pavement widening to the maximum extent possible, without affecting the existing driveway at Arbor Green Trail to provide additional capacity. A proposed 10-foot shoulder (5-foot paved) shall be constructed adjacent to the limits of the turn lane extension.

The proposed three 11-foot eastbound travel lanes from east of Lorraine Rd. to east of Greenbrook Blvd. shall be carried up to the bridge (No. 130164) approach proposed pavement at station 181+30.50 Rt.

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

Environmental: Compliance with all Project Development and Environment (PD&E) Environmental Commitments as described in Section D and the Project Commitment Record (Attachment A 10) is the responsibility of the Design-Build Firm.

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).

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.

It is important to note that, due to design changes to the typical sections made just prior to the release of the original RFP package, the design and plans production elements listed below were not updated to account for this change. The Design Build team is responsible for any design and plans production updates necessary.

- Roadway Plans: Intersection Detail Turn Lane Sta. 135+70
- Roadway Plans: Intersection Detail Turn Lane Sta. 148+90
- Roadway Plans: Intersection Detail Polo Trail
- Roadway Plans: Intersection Detail Bourneside Blvd.
- Roadway Plans: Drainage Structures
- Roadway Cross Sections: East of Bourneside Intersection
- Bourneside Blvd. Roadway Cross Sections
- Roadway Plans: Temporary Traffic Control Plans
- Signing and Pavement Marking Plans
- Signalization Plans
- ITS Plans
- Lighting Plans
- Landscape Plans
- Structure Plans

- **Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, completing the geotechnical investigation, subsurface utility engineering, design, and 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 (MOT), demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

In the performance of professional services, the Design-Build Firm shall use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities. The Design-Build Firm will use due care in performing its services and will have due regard for acceptable engineering standards and principles. The Design-Build Firm's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

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 MOT during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as State and local governments, utilities and the public.

The Design-Build Firm shall be responsible for reviewing the approved PD&E Study, Technical Documents supporting the PD&E Study, and subsequent re-evaluations included in the Reference Documents.

The Design-Build Firm may propose changes which differ from the approved PD&E Study and/or re-evaluation(s). An approved re-evaluation to document changes proposed by the Design-Build Firm is required prior to construction of the specific activity as required in Section V.I.3. The Design-Build Firm is responsible for coordinating with the District Environmental Management Office any engineering and environmental (e.g., social, cultural, natural and physical) information required to complete the re-evaluation of the PD&E Study. The Design-Build Firm will not be compensated for any additional costs or time associated with the re-evaluation(s) resulting from proposed design changes.

The Design-Build Firm is responsible for coordinating with the District Environmental Management Office (EMO) 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 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.

The Design-Build Firm is responsible for coordinating with property owners prior to cutting and capping all electrical and irrigation lines encountered at parcel 130. Refer to the concept plans (R 4.1) and the right of way maps (A 09) for additional information.

- **Department Responsibility**

The Department will provide contract administration, management services, Construction Engineering Inspection (CEI) 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 Code of Federal Regulations (CFR) 636.109 of the Federal Highway Administration (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 PD&E study re-evaluations. For federal projects, re-evaluations will be processed by the District Environmental Management Office for approval by the Department’s Office of Environmental Management (OEM) pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated May 26, 2022 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
Friday, September 23, 2022	0	Planned Advertisement
Wednesday, October 5, 2022	12	Current Advertisement
Wednesday, October 26, 2022	21	Letters of Interest for Phase I of the procurement process due in District Office by 5:00 pm local time
Thursday, November 10, 2022	15	Proposal Evaluators submit Letter of Interest Scores to Contracting Unit by 9:30 am local time
Friday, November 11, 2022	1	Contracting Unit submit Letter of Interest Scores and Proposal Evaluator comments to Selection Committee by 9:30 am local time
Tuesday, November 15, 2022	4	Public Meeting of Selection Committee to review and confirm Letter of Interest scores by 9:30 am local time

Tuesday, November 15, 2022	0	Shortlist Posting Date
Tuesday, November 22, 2022	7	Final RFP provided to Design-Build Firms continuing to Phase II of the procurement process 5:00pm local time
Tuesday, November 29, 2022	7	Virtual Mandatory Pre-Proposal Meeting District Office at 8:00 am local time. 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.
Tuesday, November 29, 2022	0	Virtual Utility Pre-Proposal Meeting facilitated by the District Utility Engineer at 9:00 am local time.
Monday, December 5, 2022	6	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1 by 5:00 pm local time
Monday, December 12, 2022	7	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concept prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1 by 5:00 pm local time
Monday, December 19, 2022	7	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 90 Minutes will be allotted for this Meeting.
Friday, January 6, 2023	18	Deadline for Design-Build Firms to submit ATC Proposals and for the submission of Design Exceptions or Variations 05:00 pm local time.
Monday, January 23, 2023	17	Deadline for Department Responses to Alternative Technical Concept Proposals
Monday, February 6, 2023	14	Addendum issued for approved Design Exceptions by 5:00 pm local time
Monday, February 13, 2023	7	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2. 5:00 pm local time
Monday, February 20, 2023	7	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to 1/6/2023 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 12/20/2022.
Monday, February 27, 2023	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 12/20/2022. Deadline is 5:00 pm local time.
Monday, March 13, 2023	14	DDE completes review of ATCs and notifies Design-Build Firms
Tuesday, April 4, 2023	22	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.
Friday, April 7, 2023	3	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.
Monday, April 10, 2023	3	Technical Proposals due in District Office by 5:00 pm local time
Monday, April 10, 2023	0	Deadline for Design-Build for to “opt out” of Technical Proposal Page Turn meeting.
Monday, April 17, 2023	7	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
Thursday, May 11, 2023	24	Question and Answer Written Responses. Deadline for the Department to provide a list of questions/clarifications for the Design-Build Firm to answer.
Thursday, May 18, 2023	7	Deadline for submittal of Question and Answer Written Responses to the Department’s questions/clarifications from the Design-Build Firm. 5:00 pm local time.
Thursday, May 25, 2023	7	Deadline for submittal of follow up questions to previously submitted Question and Answer Written Responses to the Department’s questions/clarifications from the Design-Build Firm. 5:00 pm local time.
Thursday, June 1, 2023	7	Deadline for submittal of Question and Answer Written Responses to the Department’s follow up questions. 5:00 pm local time.
Thursday, June 1, 2023	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.
Tuesday, June 6, 2023	5	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.
Tuesday, June 6, 2023	0	Deadline for the Design-Build Firm to submit a written statement per Section III. Threshold Requirements, F. Question and Answer Written Responses.
Thursday, June 8, 2023	2	Price Proposals due in District Office by 11:00 am local time.
Thursday, June 8, 2023	0	Public Meeting announcing of Technical Scores and opening of Price Proposals at 11:00 am local time in 801 N. Broadway Avenue Bartow, FL 33830
Tuesday, June 13, 2023	5	Public Meeting Date of Selection Committee to determine intended Award
Tuesday, June 13, 2023	0	Final Selection Posting Date
Tuesday, June 27, 2023	14	FHWA Concurrence to Award
Wednesday, July 5, 2023	8	Anticipated Award Date
Wednesday, July 19, 2023	14	Design-Build Firm execute the contract

Wednesday, July 26, 2023	7	FDOT executes the contract
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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. This public meeting will be conducted virtually via GoToMeeting, at the dates/times noted in the project Advertisement Schedule under the [All-Advertisements](#) link. If interested in attending public meetings, members of the public shall email the applicable District designated email account at least 24 hours in advance of the subject meeting (Saturdays, Sundays, and state holidays shall be excluded in the computation of the 24-hour time), to obtain the teleconference number and Access Code information to virtually attend. The designated email account for District 1 is D1.DesignBuild@dot.state.fl.us.

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, 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 RFP, the Design and Construction Criteria, or any other document, the Department will issue a written addendum to this RFPs 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 Involvement (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 accounted for prior to the start of the mandatory pre-proposal meeting. The convener of the meeting will call attendance at the time the meeting was advertised to begin. Once all Proposers have identified themselves with the firm they represent, 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 Involvement (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. The use of the electronic screen will be permitted for display of the Technical Proposal, roll plots, and unmodified aerial or map of the project limits. 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 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. In the event the Design-Build Firm includes additional information in the written response which was not discussed as part of the Department’s questions and is otherwise not included in the Technical Proposal, such additional information will not be considered by the Department during the evaluation of the Technical Proposal.

One 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 (RFM) 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 RFP 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 RFP.

IV. Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

The Department 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 consultants, one is referred to as DBE Supportive Services provider

(DBE/SS), to provide managerial and technical assistance to DBE's. This consultant works with potential DBEs, certified DBEs and prime contractors and consultants in an effort to increase DBE utilization. The other consultant is referred to as the Specialized Development Program provider (SDP). This consultant works with short-listed Design-Build firms prior to award, on projects over \$50 million dollars in an effort to identify DBE's with capacity to perform on the Project. The successful Design-Build Firm should meet with the DBE DBE/SS or SDP to discuss the DBE's that are available to work on this Project. The current Providers for the State of Florida can be found on 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.

All Contractors must enter their bid opportunity information in the Equal Opportunity Compliance (EOC) system within three business days of submission of the bid or proposal. The link to the EOC system is located in Chapter 1 Section 1.4, Directory of Compliance Websites & Addresses. Failure of bidders to enter Bid Opportunity List information is a violation of 49 C.F.R. 26.11 and grounds for compliance actions up to and including withholding of progress payments. Note: All registered primes submitting a bid will need to apply for EOC User ID and Password to gain access to the EOC system.

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/>
Note: the use of FDM Part 9 requires approval by the District Design Engineer
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
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/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
<https://fdotwww.blob.core.windows.net/sitefinity/docs/default->

source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0

21. AASHTO Load and Resistance Factor Design (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 the 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 Department’s approval which meet or exceed the goals of the project. The process involves the submission of an 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. ATC’s 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.

The following are not permitted to be changed by the Design-Build Firms except where specifically allowed for in the RFP:

- Department Commitments as presented in Section V, Part D of this RFP and attachment A 10.
- Reduction of the number of Lanes, Lane Widths, and Shared Use Path Width, as shown in the approved Typical Section Package.

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 approved pavement design requirements.
- Significant changes in scope as determined by the Department.
- Modifications to the approved Typical Section Package not related to horizontal and/or vertical geometrics.

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.

- Modifications to the horizontal geometry depicted in the Roadway Concept Plans (Reference Document R 04) exceeding 2-ft laterally at any location.
- Modifications to the vertical geometry depicted in the Roadway Concept Plans (Reference Document R 04) that lowers the roadway profile or raises the roadway profile by 2-ft or more at any location.
- Modifications to the horizontal and/or vertical geometry requiring an ATC submittal as described in Section VI.H of this RFP.
- Modifications to the approved Typical Section Package directly related to the horizontal and/or vertical geometry.
- New Design Variations required or modifications to Department approved Design Variations already provided in the Attachments.
- Pond locations, shapes, and plan dimensions depicted in attachment A 5.2_2022-03-18_FDEP 404 Permit SR 70 Lorraine Rd to Bourneside_0398979-001-SFG, except in cases where the alternate pond locations, shape, or plan dimension is necessary to accommodate a horizontal alignment change in an approved ATC and the alternate pond location is approved in conjunction with the ATC.

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 in 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 (EOR) and District/Central Office staff as needed to provide feedback on the ATC proposal. FHWA should be invited to ATC meetings for all PoDI projects. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Department will advise the Design-Build Firm as to the following related to the ATC proposals which were discussed:

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

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

3. Submittal of ATC Proposals

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

All ATC submittals are required to be on plan sheets or on roll plots no wider than 36” and shall be sequentially numbered and include the following information and discussions:

- a) **Description:** A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis as applicable.
- b) **Usage:** The locations where and an explanation of how the ATC would be used on the Project.
- c) **Deviations:** References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for approval of such deviations along with suggested changes to the requirements of the RFP which would allow the alternative proposal.
- d) **Analysis:** An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed.
- e) **Impacts:** A preliminary analysis of potential impacts on vehicular traffic (during construction), environmental impacts (including social, cultural, natural and physical) which outline the requirements to address the PD&E Study Re-evaluation and any effects on previously issued environmental permits, mitigation requirements or environmental commitments, 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 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 Short-Listed Design-Build Firms of the approved Design Exception(s). Such a change will be approved by FHWA, as applicable. Prior to approving ATC's which would result in the issuance of an Addendum as a result of a Design Exception, the Design-Build Firm will be given the option to withdraw previously submitted ATC Proposals.

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

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

D. Department Commitments:

The Design-Build Firm will be responsible for adhering to the project commitments identified below and/or in the Project Commitment Record (see Attachment A 10):

Any commitments that may be affected by an ATC shall be identified in the ATC proposal and discussed at the ATC meeting.

- Impacts to suitable foraging habitat for the federally-protected wood stork will be mitigated through the purchase of credits from a USFWS-approved mitigation bank pursuant to Section 373.1437, F. S. or as otherwise agreed to by the FDOT and the appropriate regulatory agencies.
- The USFWS Standard Protection Measures for the Eastern Indigo Snake will be implemented to assure that the eastern indigo snake will not be adversely impacted by the project.
- Coordination with Lakewood Ranch Stewardship District for the relocation of two light poles located on Bourneside Boulevard (inside existing raised median), south of SR 70. Existing light poles are to remain in place until work commences in the location described above. Relocation of the light poles is necessary for the contractor to perform work. A relocation request shall be sent to the Lakewood Ranch Stewardship District 30 days in advance of begin work in the area as described.
- The Department shall design and construct a roundabout at Del Webb using a design vehicle of a WB-50 for ingress into the community (EB to SB movement).
- The Design-Build Firm is responsible for coordinating with property owners prior to cutting and capping all electrical and irrigation lines encountered at parcel 130. Refer to the concept plans (R 4.1) and the right of way maps (A 09) for additional information.

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 modifying the 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 if requested) 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 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 for all wetland impacts identified in the following documents: Southwest Florida Water Management District (SWFWMD) Application ID/Permit No. #815067 / 43045513.000 and Florida Department of Environmental Protection (FDEP) 404 Permit No. 03989979-001-SFG. 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 additional mitigation and 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 environmental permitting 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:

The Department will perform an Independent Department Review (IDR) of all Category 2 bridge structures. The Design-Build Firm shall submit 60% Structures Plans for the Department to begin developing the modeling for the design review. The 60% Structures Plans shall contain sufficient information for each structure to begin developing the model for the Category 2 element(s) under consideration. For Category 2 bridges, each structure submission (60%, 90%, Final) can be broken down into “units” (defined as a stand-alone set of foundation, substructure and superstructure sheets) with each unit containing sufficient information to develop the models for the Category 2 element under consideration. The 60% Structures Plans submittal is not intended to be an Electronic Review Comment (ERC) design review by the Department and formal review comments will not be provided at this stage. Lack of formal review comments at this stage should not be construed as acceptance or approval. When 90% Plans are submitted, the Department will verify that the information contained in the 90% Plans is

consistent with the models that were developed based upon 60% Plans and the model will be updated, as required, and the actual design review performed. The results of the review will be forwarded to the Design-Build Firm for review and response. The Department will resolve all conflicts arising between the Design-Build Firm and Department’s IDR reviewer during the IDR process. The Department’s disposition of any such conflicts will be final.

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 FDM, components of the contract plans set are roadway, signing and pavement marking, signalization, Intelligent Transportation System (ITS), lighting, landscape, and structural. The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

The Design-Build Firm may divide the Project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review. Submittals for Category 1 bridges are limited to foundation, substructure, and superstructure.

Category 1 bridge submittals shall contain the following:

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

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”.

90% Phase Submittal

- 1 copy of plans (all required components)
- 1 copy of signed and sealed Geotechnical Report
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period
- 1 copy of signed and sealed Bridge Hydraulic Report (BHR)
- 1 copy of Design Documentation
- 1 copy of Technical Special Provisions

- 1 copy of Bridge Load Rating Calculations
- 1 copy of Completed Bridge Load Rating Summary Detail Sheet
- 1 copy of Load Rating Summary Form
- CADD files including 3D Design Files in their original format
- Google Earth ready KMZ files showing both existing and proposed information.
(individual disciplines shall be on separate layers)

Unless noted above all Quality Control (QC) plans and documentation for each component submittal shall be electronic in PDF format. The submittal package shall be delivered to the Department utilizing a secure sharing system such as File Transfer System (FTP) or SharePoint.

All comments shall be resolved to the Department’s satisfaction prior to making the next phase submittal. 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 two resubmittals a submittal workshop between the Department and the Design-Build Firm must be held to resolve any outstanding issues or comments.

Final Submittal

- 1 set of signed and sealed plans (all required documents)
- 1 copy of signed and sealed plans
- 1 set of signed and sealed design documentation
- 1 copy of signed and sealed design documentation
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP)
- 1 set 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
- 1 copy of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 1 of electronic copy of Technical Special Provisions in .pdf format
- 1 copy of all major design changes introduced since the 90% plan submittal that affect the modeling or component design of various bridge components
- CADD files including 3D Design Files in their original format
- Google Earth ready KMZ files showing both existing and proposed information.
(individual disciplines shall be on separate layers)
- 1 copy of all the Independent Department Review comments and the EOR’s response

All of the information above shall be submitted electronically in .pdf format. All QC plans and documentation for each component submittal shall be electronic in .pdf format. The submittal package shall be delivered to the Department utilizing a secure sharing system such as FTP or SharePoint.

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) and/or ProjectSolve comments 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 EOR 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. No permanent structures work, including fabrication of bridge members, may begin without signed and sealed plans or Shop Drawings (whichever controls the design and details utilized to construct/erect the specific structural component) that have been “Released for Construction”. Any UWHCA shall require written approval to begin construction from the affected Utility Agent/Owner (UAO). 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 a PD&E Study re-evaluation when 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, Bentley’s OpenRoads Designer ORD and/or Autodesk’s Autodesk Civil 3D 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 FDM.

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 all changes initiated by the Design-Build Firm or the Department in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Department review and acceptance as a condition precedent to the Departments issuance of Final Acceptance.

The 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 signed and sealed As-Built plans, drawings and Certified Surveys.
- 3 sets of copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey)
- 1 signed and sealed copy of the Bridge Load Rating Summary Form and Calculations based on as-built conditions
- 1 set of final documentation (if different from final component submittal)
- 1 set of survey information, including electronic files and field books
- Deliver the final CADD.zip in accordance with the CADD Manual
- 1 Final Project submittal containing the information above shall be electronic in .PDF format
- 2 Final Project DVDs of UWHCA work, which contain PDF files and either Microstation, Bentley's OpenRoads Designer ORD and/or Autodesk's Autodesk Civil 3D files of the plans, whichever the UAO prefers.

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.

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

J. Contract Duration:

The Department has established a Contract Duration of 1,200 calendar days for the subject Project.

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 15 calendar days (excluding weekends and Department observed Holidays) review time for the Department's review of all submittals.

The Design-Build Firm shall provide a submittal schedule a minimum of 60 calendar days prior to the Department's receipt of the first submittal. All required submittals shall be shown in the schedule. The schedule shall be further broken down to detail the Design-Build Firm's expected component submittals and Project areas. At a minimum, the schedule shall show all steps of the submittal process including:

- a) When the Department will receive submittals;
- b) When the Department will provide comments within the time periods as specified above;
- c) The Department reviewers' acceptance or denial of the Design-Build Firm's responses to

comments within 10 calendar days (excluding weekends and Department observed holidays).

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

Refer to Specification 8-6.4 for list of holidays and special events. No additional events have been identified.

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
- Kickoff meeting with the Department’s Independent Review consultant
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI’s, RFM’s, Requests for Correction (RFC’s), and Nonconformance Reports (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
- PD&E Study re-evaluation documentation (if needed)
- Embankment/Excavation
- Environmental Permit Application
- Environmental Permit Acquisition
- Foundation Design (90%, Final,)
- Foundation Construction
- Substructure Design (90%, Final, Ready for Construction)
- Substructure Construction
- Superstructure Design (90%, Final, Ready for Construction)
- 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
- Testing and Integration of Signals and ITS
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Landscape Design

- Landscape Construction
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Utility Design and Permitting
- Utility Construction
- Holidays and Special Events (shown as non-working 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 F.S. 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
- MOT Workshop
- Pavement Design Meeting
- Drainage Design Coordination Meetings
- Permit agency coordination
- Scoping Meetings
- System Integration Meetings
- UAO UWHCA Coordination
- Public Meetings
- Project/stakeholder Coordination Meetings
- Pre-activity meetings
- PD&E Study Re-evaluation Meetings (if needed)

- Partnering Meetings
- Dispute Review Board (DRB) Meetings

During design, the Design-Build Firm shall meet with the Department’s Project Manager on a monthly basis at a minimum 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 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 cooperate with the PIC in development and delivery of a project Community Awareness Program (CAP).

3. **Public Meetings:**

The Design-Build Firm shall provide all supporting materials necessary for various public meetings, which may include:

- Kick-off or Introductory Meeting
- Metropolitan Planning Organization (MPO) Citizens Advisory Committee (CAC) Meetings
- MPO Transportation Technical Committee (TAC) 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
- Public Hearings (based on the current guidance on the FDOT Public Involvement website: <https://www.fdot.gov/planning/policy/publicinvolvement/index>)

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

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information, display boards, printed material, video graphics, computerized graphics, and information necessary for the day-to-day exchange of information with the public, 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 and Information Meetings:**

The Design-Build Firm shall provide all the support services listed in Section 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) 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):

- **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 QMP, which describes the 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 QC 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 15 working days following issuance of the written Notice to Proceed. A marked up set of prints from the QC review will be submitted with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the QC 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.

- **Construction:**

The Design-Build Firm shall be responsible for developing and maintaining a Construction QC Plan in accordance with Section 105 of Standard Specifications which describes their QC 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>

The Design-Build Firm shall 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, and FHWA, as necessary, 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, Bentley’s OpenRoads Designer ORD and/or 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 [Current Supported Versions \(fdot.gov\)](https://www.fdot.gov/resources/technology/cadd-software). 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 shall furnish the UWHCA plan’s CADD files in Microstation, Bentley’s OpenRoads Designer ORD and/or Autodesk’s Autodesk Civil 3D format. Such files shall also be provided to any other UAO that requests them.

Per Production Support Memorandum (PSM21-02) the Design-Build firm shall sign and seal BIM files that are associated with earthwork on projects being produced with Bentley’s OpenRoads Designer, or Autodesk Civil3D. Other BIM files where the level of development is considered construction-ready (LOD 300 and higher per CADD Manual, Section 5.16.6) may require signing and sealing as well.

The Design-Build Firm will be required to furnish the Project's CADD files as defined in the Department's CADD Manual 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, Bentley's OpenRoads Designer ORD and/or Autodesk's AutoCAD Civil 3D files format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into Microstation, Bentley's OpenRoads Designer ORD and/or Autodesk's AutoCAD Civil 3D 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
- Approach slabs
- Superstructure
- Substructure
- Concrete defects
- Structural steel defects
- Post-tensioning systems
- And any other products or features the Design-Build Firm desires.

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

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:

- a. Manatee County project CIP # 6102860: State Road 70 at White Eagle Boulevard Intersection Improvement (under construction).
 - i. Project Manager: Albert Rosenstein
- b. Manatee County project CIP # 6109060: Player's Drive at Lorraine Road Intersection Improvements (In-Design)
 - i. Project Manager: Daniel Garner
- c. Manatee County project CIP # 6107660: Lorraine Road - SR 64 to 59th Ave E (In-Design)
 - i. Project Manager: Anthony Russo
- d. FDOT project FPID # 449121-1-52-01: SR 70 from Lakewood Ranch Blvd to W of Lorraine Rd (In-Design)
 - i. Project Manager: Keri Nelson

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 DRB shall assist in the resolution of disputes and claims arising out of the work on the Contract.

VI. Design and Construction Criteria.

A. General:

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

B. Vibration and Settlement Monitoring:

The Department has identified noise and vibration sensitive sites along the project corridor such as residences, medical facilities, and place of worship. These sites can be found listed in the Reference Document R 12.6 (Final Noise Study Report SR 70 Lorraine to CR 675.pdf)

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

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

C. Geotechnical Services:

From Station 181+00 to Station 184+00 and Station 205+00 to Station 208+00 (CL Const. SR 70), bridges shall be supported using deep foundations tipped no higher than Elevation -5 ft (minus 5 ft) NAVD.

Driven Pile Foundations for Bridges and Major Structures

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision 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 pile foundations in any of the following areas of the Project, a minimum of two successful load tests must be performed in representative locations of that area:

- Station 181+00 to Station 184+00 (CL Const. SR 70) , (minimum 2 tests)
- Station 205+00 to Station 208+00 (CL Const. SR 70) , (minimum 2 tests)

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

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. The Department may observe the installation of test piles and all pile testing.
6. Preparing and submitting a Pile Installation Plan for the Department’s acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Submitting Production Pile Length and Driving Criteria Letters (for projects that require a driving criteria), including analysis of dynamically load tested piles.
10. Driving piles to the required capacity and minimum penetration depth.
11. Inspecting and recording the pile driving information. Providing a pile inspection device that displays and stores electronically for every hammer blow along with a timestamp: stroke for open-ended diesel hammers and blows per foot and blows per minute for all hammers. The device must auto-generate the Department’s Pile Driving Record form and export the non-editable electronic data in a format compatible with the Pile Driving Record form. Using this device during the inspection of test piles and production piles.
12. Submitting Foundation Certification Packages.
13. Providing safe access, and cooperating with the Department in verification of the piles, both during construction and after submittal of the certification package.

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as 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 of two successful load tests must be performed in representative locations of that area:

- Station 181+00 to Station 184+00 (CL Const. SR 70) , (minimum 2 tests)
- Station 205+00 to Station 208+00 (CL Const. SR 70) , (minimum 2 tests)

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 pilot holes prior to establishing the drilled shaft tip elevations and socket requirements.
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 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 Non-Destructive Drilled Shaft Integrity Testing in accordance with 455-17.6.
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.

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 QC 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 Technical Special Provision shall include language providing separate lab samples to be used for the Department’s independent verification.
- A certification process.

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

D. Utility Coordination:

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager (UCM) and shall be identified in the Design-Build Firm’s proposal. The Design-Build Firm shall notify the Department in writing of any change in the identity of the Utility Coordination Manager. The Utility Coordination Manager shall have the following knowledge, skills, and abilities:

1. A minimum of 4 years of experience performing utility coordination in accordance with Department standards, policies, and procedures.
2. Knowledge of the Department plans production process and utility coordination practices,
3. Knowledge of Department agreements, standards, policies, and procedures.

The Design-Build Firm’s Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and providing comments based on the compatibility of the permit as related to the Design-Build Firm’s plans.
4. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected UAO’s and making sure this information is properly coordinated.
6. 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.
7. Preparing, reviewing, and coordinating the execution and implementation of and submitting to the Department for review, all Utility Work Schedules.
8. Assist in resolving utility conflicts.
9. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
10. Providing periodic Project updates to the Department Project Manager and District Utility Office as requested.

11. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs between the Department and the utility.
12. Prepare utility certifications or statements for all Federal-Aid construction projects per 23 CFR 635.309(p)(1)(v).

The following Utility Agency/Owners (UAO’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 UAO identified herein along with an identification of whether the UAO or the Design-Build Firm will be responsible for performing the utility work.

Table A- Summary of UAOs Having Facilities within the Proposed Project Limits

<u>UAO</u>	<u>Utility Relocation Type</u>	<u>Design-Build Responsibility</u>	<u>Cost Estimate</u>
AT&T Transmission Greg Jacobson 6015 Benjamin Rd. Suite 306 Tampa, FL 33643 813-342-0512 gtjacobson@att.com	Relocation by UAO at UAO Expense	Coordination and Schedule	At UAO Expense
Braden River Utilities Bob Simons Director Braden River Utilities 6310 Lakewood Ranch Blvd, Lakewood Ranch, FL 34202 (914) 755-6574 bob.simons@lakewoodranch.com	Relocation by UAO at UAO Expense	Coordination and Schedule	At UAO Expense
FPL Transmission Craig Ledbetter 15430 Endeavor Drive Jupiter, FL 33478 561-803-7942 Craig.Ledbetter@fpl.com	Relocation by UAO at UAO Expense and FDOT Expense (TBD)	Coordination and Schedule	At UAO Expense
Frontier Florida, LLC Denise Hutton 1701 Ringling Blvd Sarasota, FL 34236 941-906-6722 denise.hutton@ftr.com	Relocation by UAO at UAO Expense	Coordination and Schedule	At UAO Expense

<p>Lakewood Ranch Inter-District Authority Travis Boyens 15207 59th Ave. E Lakewood Ranch, FL 34211 941-727-0899 Travis.Boyens@lwrtownhall.com</p>	<p>Relocation by UAO at UAO Expense</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense</p>
<p>Manatee County Water Sewer Alex Gonzalez, P.E. 1022 26th Ave. East Bradenton, FL 34208 941-708-7450 x 7338 alejandro.gonzalez@mymanatee.org</p>	<p>UWHCA at UAO Expense</p>	<p>Design, Construction, Coordination, Schedule, and all associated costs</p>	<p>UWHCA At UAO Expense \$1,001,560</p>
<p>Manatee County IT Bill Kersey 1022 26th Ave. East Bradenton, FL 34208 941-748-4501 x5803 bill.kersey@mymanatee.org</p>	<p>Relocation by UAO at UAO Expense</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense</p>
<p>Manatee County School Board-Fiber Vincent Hoaglin 1022 26th Ave East Bradenton, FL 34208 941-708-8770 x 41041 hoaglinv@manateeschools.net</p>	<p>Relocation by UAO at UAO Expense</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense</p>
<p>Peace River Electric Cooperative David McClintock 210 Methany Rd Wauchula, FL 33873 863-781-0364 david.mcclintock@preco.coop</p>	<p>Relocation by UAO at UAO Expense and FDOT Expense (TBD)</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense At FDOT Expense \$2,500.00</p>
<p>Spectrum Sunshine State, LLC Patrick Pistner 5413 SR 64 East Bradenton, FL 34208 941-737-5159 patrick.pistner@charter.com</p>	<p>Relocation by UAO at UAO Expense</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense</p>
<p>TECO Peoples Gas Alex McFarlane 8261 Vico Ct. Sarasota, FL 34240 813-275-3762 AMcFarlane@tecoenergy.com</p>	<p>Relocation by UAO at UAO Expense</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense</p>

<p>Uniti Fiber Terry Young 805 Executive Center Drive W, Suite 110 St. Petersburg, 33702 251-422-3872 Terry.Young@uniti.com</p>	<p>Relocation by UAO at UAO Expense</p>	<p>Coordination and Schedule</p>	<p>At UAO Expense</p>
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The Design-Build Firm may request the utility to be relocated to accommodate changes from the conceptual plans; however, these relocations require the Department’s approval, and the Department will not pay the UAO or the Design-Build Firm for the utility relocation work regardless of the UAO's eligibility for reimbursement.

For a reimbursable utility relocation where the UAO desires the work to be done by their contractor, the UAO will perform the work in accordance with the Utility Work Schedule and permit, and bill the Department directly.

Limited subsurface utility engineering (SUE) was performed on this project, as depicted in the reference documents. The Design-Build Firm shall be responsible for determining the locations of UAO facilities within the project by SUE during the design phase, as necessary to resolve utility conflicts. The Design-Build Firm shall coordinate with each UAO prior to all work impacting utilities.

Design and Construction of Manatee County Water & Sewer:

The Department has entered into a UWHCA with Manatee County Water & Sewer. The Design-Build Firm shall be responsible for the performance of all of Manatee County’s utility work including the design, new construction, removals, adjustments, relocation work, and all permits required for the performance of the utility work as specified in this RFP in accordance with the Department and Manatee County Public Works Engineering Standards.

The Design-Build Firm shall perform all final design, all necessary relocations, adjustments and removals for the utility work as per the Manatee County Public Works Engineering Standards. The Design-Build Firm shall coordinate with the Department and with Manatee County for all design approvals. The Design-Build Firm shall be the EOR for the UWHCA plans, obtain all required permits and also be responsible for signing and sealing utility construction As-Built plans in accordance with the Manatee County Public Works Engineering Standards.

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.

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

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

Deviation From the Conceptual Utility Relocation Plan:

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

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

E. Plans Production

The Design-Build Firm shall use the FDM Part 9 (900 series) for format and assembly of the Contract Plans Set.

F. Roadway Plans

General

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

Design Analysis

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

Any deviation from the Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design Exceptions must be approved by the Department.

These packages shall include all documents required per FDM Chapter 122.

G. Roadway Design

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

required for each submittal.

1. **Typical Section Package**

See FDM Part 1; Chapter 120 for Typical Section Package requirements and approval process.

2. **Pavement Design Package:**

- Minimum design period
- Minimum Equivalent Single Axle Loads (ESAL's).
- Minimum design reliability factors
- Resilient modulus for existing and proposed widening (show assumptions)
- Roadbed resilient modulus
- Minimum structural asphalt thickness
- Cross slope
- Identify the need for modified binder
- Pavement coring and evaluation
- Identify if Asphalt Rubber Membrane Interlayer (ARMI) layer is required
- Minimum milling depth

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

- Attachment A 7.2_41450625201_FDOT Design Traffic and 18-kip Information
- Attachment A 7.3_41450625201_Resilient Modulus Information
- Attachment A 7.4_41450625201_Geotech Design Resilient Modulus Report

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

3. **Drainage Analysis**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; F.A.C., Chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, french drains, underdrains, edge drains, roadway ditches, sidedrains, outfall ditches, storm sewers, attenuation pipes and weirs, retention/detention facilities, pollutant loading calculations, floodplain analysis and compensation, and other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the District EMO and Drainage Design Office will be required from the outset. Full documentation of all meetings and decisions are to be submitted to the District Drainage Design Office. These activities and submittals shall be coordinated through the Department's Project Manager.

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

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

- Positive Drainage shall be maintained throughout the Project. Positive Drainage includes eliminating any adverse impacts to offsite properties resulting from increased stages or flow rates except where agreements are in place to accept increased flows. Positive Drainage also means providing conveyance where construction activities might divert or trap water and compromise safety and efficiency, including locations on offsite properties.
- Heavy equipment shall not be operated close enough to pipe endwalls or other structures to cause their displacement.
- Drainage design and stormwater management systems shall be accommodated within the Project Right of Way except as otherwise noted in the Project’s joint use agreements, unless the Design-Build Firm acquires additional Project Right of Way in accordance with the Contract Documents.
- All constructed inlets and manholes shall have an outlet storm drain pipe. The most downstream pipe of each storm drain system must be constructed with its outlet flow line at the toe of slope or bottom of any pond or ditch.
- Maintenance of stormwater management facilities during construction shall be the responsibility of the Design-Build Firm, except as otherwise expressly provided in the Contract Documents.
- All connected outfalls of adjacent drainage systems or properties shall be maintained throughout construction. Connected outfalls shall comprise all underground and above ground connections including overland flow.
- If pipes are proposed to cross a bridge/mechanically stabilized earth (MSE) wall interface (e.g. thru end bent backwalls), such piping shall consist of steel pipe with welded joints and the piping system and bridge hangers shall be designed for the differential settlement.

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

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

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

The Design-Build Firm shall provide the Department’s District Drainage Engineer a digitally signed and sealed Drainage Design Report (PDF format). It shall be an As-Built Plan of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

H. Geometric Design

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

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

Modifications to lane assignments and intersection control methodologies other than those depicted in the approved Typical Section Package shall require department approval through the ATC process.

Modifications to the horizontal geometry exceeding two feet laterally at any location shall require Department approval through the ATC process.

Modifications to the vertical geometry that lowers the roadway profile or that raises the roadway profile by two feet or more at any location shall require Department approval through the ATC process.

I. Design Documentation, Calculations, and Computations

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

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and tracings.

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

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

J. Structure Plans

1. **Bridge Design Analysis:**
 - a. The Design-Build Firm shall submit to the Department final signed and sealed design documentation prepared during the development of the plans.
 - b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% bridge plans.
 - c. The Design-Build Firm shall "Load Rate" all bridges in accordance with the Department Procedure 850-010-035 and the Structures Manual. The Bridge Load Rating Calculations, the Completed Bridge Load Rating

Summary Detail Sheet, and the Load Rating Summary Form shall be submitted to the Department for review with the 90% superstructure submittal. The final Bridge Load Rating Summary Sheet and Load Rating Summary Form shall be submitted to the Department for review with the Final superstructure submittal. A final, signed and sealed Bridge Load Rating, updated for as-built conditions, shall be submitted to the Department for each phase of the bridge construction prior to placing traffic on the completed phase of the bridge. A final, signed and sealed Bridge Load Rating, updated for the as-built conditions as part of the As-Built Plans submittal shall be submitted to the Department before any traffic is placed on the bridge. The Bridge Load Rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

- d. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in HEC 18.
- e. The EOR for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence. The EOR shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.
- f. Wall heights, from the top of leveling pad to the top of wall coping, greater than 40' shall not be permitted, unless site specific locations have been approved by the Department through the ATC process.

2. Criteria

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

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. Bridge Widening: In general, match the existing as per the Department Structures Manual.
- c. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing structure that is in use, the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing and detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.
- d. Permanent Retaining Walls: A concrete fascia and/or a concrete cap shall be provided for retaining walls/bulkheads, or other alternate wall systems proposed by the Design-Build Firm, that will be exposed in the final

condition. The exposed concrete surface of the permanent walls shall be finished using a class 5 coating.

- e. In the event that an MSE (or alternate) wall system is proposed on the project, no pipes shall be placed in, under, and/or through the wall system without design pre-approval of the District Drainage Engineer. The exposed concrete surface of permanent walls shall be finished using a class 5 coating.

K. Specifications

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

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

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

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

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

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fSpecificationsPackage%2fdefault.aspx>

Upon review and approval by the Department, the Construction Specifications Package will be stamped “Released for Construction” and initialed and dated by the Department.

L. Shop Drawings

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the FDM. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. When required to be submitted to the Department, Shop Drawings shall bear the stamp and signature of the Design-Build Firm’s EOR, and Specialty Engineer, as appropriate. All “Approved” and “Approved as Noted” Shop Drawings submitted to the Department for review shall also include EOR QA/QC Shop Drawing check prints along with the EOR stamped set(s). The Department shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Department’s procedural review of Shop Drawings is to assure that the Design-Build Firm’s EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Department’s review is not meant to be a complete and detailed review, but the Department reserves the right to perform a more detailed review, as necessary. Upon review of the Shop Drawing, the Department will initial, date, and stamp the drawing

“Released for Construction” or “Released for Construction as Noted”.

M. Sequence of Construction

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

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

N. Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a SWPPP as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the Department’s PD&E Manual and FDEP Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm’s Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) shall be submitted for Department review. The Department shall be provided the FDEP coverage letter prior to beginning construction activities.

O. Transportation Management Plan:

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

1. Traffic Control Restrictions:

There will be NO LANE CLOSURES allowed for open road between the hours of 7:00 AM to 9:30 AM and between the hours of 5:00 PM to 7:00 PM. There will be NO LANE CLOSURES allowed within 600 feet of a signalized intersection between the hours of **6:30 AM to 8:00 PM**.

A lane may only be closed during active work periods. There will be NO PACING OPERATIONS allowed between the hours of 7:00 AM to 9:30 AM and between the hours of 5:00 PM to 7:00 PM. .

There will be NO DETOURS allowed between the hours of **6:30 AM to 8:00 PM**.

All lane closures must be reported to the local emergency agencies, the media and the District 1 Information Officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

Detours or lane closures will not be permitted during holidays or special events. Refer to FDOT specification 8-6.4 for list of holidays and special events.

P. Environmental Services/ Permits /Mitigation:

The Department has conducted an investigation of the Project site and determined that potential gopher tortoise habitats could be impacted by the Project. All coordination by the Design-Build Firm with the Department regarding gopher tortoises will be completed through the District EMO. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the Project including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). The Department must verify the completeness and accuracy of the assessment prior to commencement of any permitting or construction activities. Any areas where the Design-Build Firm proposes to protect burrows to remain on-site with “exclusionary fencing” shall be reviewed by the Department. The Design-Build Firm shall submit an “exclusionary fencing” plan for review prior to any “exclusionary fencing” installation. If there are unavoidable impacts to gopher tortoise burrows, the Design-Build Firm shall be responsible for preparing required documentation for the Department to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the “permittee”, the Department is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or State funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to FWC. A copy of the permit and any subsequent reports to FWC must be provided to the District EMO. If FWC rejects or denies the permit application, it is the Design-Build Firm’s responsibility to make whatever changes necessary to ensure the permit application is approved. Once the permit is obtained, the Design-Build Firm shall notify the Department at least one week prior to the relocation of gopher tortoises. If gopher tortoise relocations are phased throughout the construction, the Design-Build Firm shall notify the Department at least one week prior to each relocation phase. The Department will provide oversight of the relocations and ensure permit compliance. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the relocation permit valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the environmental permitting agencies. The Design-Build Firm shall provide the appropriate reports as required by the permit conditions, including closing out the permit. The Design-Build Firm shall note that permits for gopher tortoise relocation for areas outside of the Department owned Right of Way (i.e. utility easements; license agreements) cannot be obtained with the Department as the “permittee”, per FWC requirements. Should permits in areas outside of the Right of Way be required, the Department will still perform the oversight of the process as described above. The Design-Build Firm will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by environmental permitting agencies shall be the responsibility of the Design-Build Firm.

An Eastern Indigo Snake Protection Plan must be established prior to construction activities and implemented during construction.

In addition to the requirements in Section V.E.2., the following Project specific Environmental Services/Permits have been identified as specific requirements for this project:

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

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

Q. Signing and Pavement Marking Plans:

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

A Conceptual Signing Plan has been provided by the Department (Reference Document R 4.2) identifying sign locations and messages within the Project limits. No structural analysis was performed for the Conceptual Signing Plan.

Removal of existing pavement markings shall be by milling and resurfacing or reconstruction only. Refurbishing existing pavement markings is not allowed.

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

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

R. Lighting Plans:

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

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

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

The lighting plans shall include the lighting system to fill the gaps in between the intersections of Lorraine Rd & Greenbrook Blvd./Post Blvd., Greenbrook Blvd./Post Blvd. & Uihlein Rd., Uihlein Rd. & Del Webb Blvd., and Del Webb Blvd. & Bourneside Blvd.

In addition, the Design-Build firm shall develop voltage drop calculations of additional lighting loads of up to 25% for future expansion beyond the project limits.

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

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

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

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

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

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

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

Where new electrical services are required, the Design-Build Firm shall coordinate the final locations of distribution transformer and service poles to minimize service and branch circuit conductors and conduit lengths. Preliminary electrical service locations are proposed in the conceptual plans, the Design-Build Firm shall coordinate with the local power company to determine the final electrical service locations and shall be responsible for any Contributions in Aid of Construction (CIAC) cost associated with the new service location. Each service point shall be separately metered.

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

S. Signalization and Intelligent Transportation System Plans:

1. General

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

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

- Project Layout / Overview sheets outlying the locations of field elements

- Detail sheets on:
 - Closed Circuit Television (CCTV) structure, CCTV attachment, CCTV operation/layout
 - Fiber optic splice and conduit
 - Power Service Distribution
 - Wiring and connection details
 - Conduit, pull box, and vault installation
 - Communication Hub and Field Cabinets
 - System-level block diagrams
 - Device-level block diagrams
 - Field hub/router cabinet configuration details
 - Fiber optic Splicing Diagrams
 - System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.
 - Maintenance of Communications (MOC) Plan

The Design-Build firm is responsible for ensuring project compliance with the Regional ITS Architecture and FDOT ITS Topic 750-040-003-c, Systems Engineering and ITS Architecture Procedure as applicable. This includes, but is not limited to, the preparation of the Project Risk Assessment and Regulatory Compliance checklist, development or update of a concept of operations, the development or update of a system engineering master plan (SEMP), and requirement traceability verification (RTVM) as well as coordination of document review.

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

2. Design and Engineering Services:

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

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

At a minimum, the following signal work is required within the project limits:

- SR 70 at Lorraine Road
- Add and replace signal heads, signs, detection, and other elements at the intersection of Lorraine Road and SR 70.
- SR 70 at Greenbrook Boulevard/Post Boulevard
- Install new traffic signal at the intersection of Post Boulevard/Greenbrook Boulevard and SR 70. Include CCTV camera mounted on the span-wire concrete strain pole closest to the controller cabinet.

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

- Replacement of any ITS components that are impacted by the Design-Build Firm’s scope of work as approved by the Department. All equipment shall be new unless otherwise specified.

- CCTV – Includes concrete poles, camera lowering devices and mountings at the intersections of Lorraine Road and SR 70 and Post Boulevard/Greenbrook Boulevard and SR 70.
- Removal of any ITS System components that are impacted by the Design-Build Firm’s scope of work as approved by the Department.
- Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm.
- Testing of the ITS.

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

3. Construction and Integration Services:

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

4. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements. The Design-Build Firm is responsible for the coordination and performance of material inspection and testing, field acceptance tests, and system acceptance tests.

All testing requirements and criteria shall be per FDOT Procedural Document Library. The times and dates of tests must be accepted in writing by the Department’s Project Manager. The Design-Build Firm shall conduct all tests in the presence of the Department’s Project Manager or designated representative. The Design-Build Firm shall complete and submit all required ITSFM documentation after testing has been completed but prior to final acceptance.

The Design-Build firm shall integrate the CCTV into Sun Guide Center. In addition, the CCTV cameras shall be connected to the RTMC.

5. Existing Conditions

This section is intended to provide a general overview of the existing conditions of the Department’s ITS System and its components such as the fiber optic network (FON) communications infrastructure within the project limits. An existing fiber optic trunk lines is located on south side of SR 70 and existing ITS equipment is located on the south side of the intersection of Lorraine Road and SR 70. In addition, the Design-Build Firm shall refer to the ITS As-Built Plans provided with this RFP as Reference Documents for additional information and shall be responsible for field verifying all existing site conditions within the project limits.

The ITS components shall be defined as follows:

- CCTV Camera System: The CCTV Camera System consists of pan-tilt-zoom (PTZ) cameras and all related devices/components along the corridor that are typically placed at signalized intersections. The CCTV cameras are used by Department staff for incident management and

traffic monitoring. The cameras are integrated and communicate to the Satellite Traffic Management Center via the single mode fiber optic cable (FOC) communications backbone installed along the corridor. A CCTV camera exists at Lorraine Road, mounted on signal pole in the southeast quadrant.

T. Landscape Plans:

The Design-Build Firm shall prepare Landscaping Plans in accordance with Department criteria. The Design-Build Firm shall provide Landscaping of the center islands of any proposed roundabout to meet minimum requirements per FDM 213.9 Roundabout Landscaping. The Design-Build Firm shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Landscaping Plans shall consider the Design-Build Firm’s proposed roadway improvements, utilities, setbacks and clear zone dimensions, community commitments and other Project needs.

The Landscape Plans shall include the following:

1. Proposed improvements and existing elements to remain as associated with the Project.
2. Vegetation disposition depicting existing plant material to be removed, relocated or to remain.
3. Wetland jurisdictional lines.
4. Proposed drainage floodplain compensation sites.
5. Proposed utilities and existing utilities to remain.
6. Graphically depicted on-site and off-site desired or objectionable views.
7. Locations of landscape planting areas in a bubble format which identifies various vegetation groupings in a hatched or colorized manner. Examples include: “trees/palms/shrubs”, “shrubs only”, and “buffer plantings”.
8. Provided and labeled applicable clear zone, horizontal clearance, setback dimensions on the plans and in chart form which reflect AASHTO, and Department guidelines for landscape installation and maintenance operations, including those that have been coordinated with other disciplines
9. Identified outdoor advertising locations, owners and contacts shown 1000 foot view zone.
10. Indicated potential area(s) for wildflower plantings.
11. Provide Irrigation Sleeve Plan utilizing the FDOT Standard Plans Index 591-001 for placement of irrigation sleeves as part of the roadway construction project. Coordinate sleeve location(s) and size(s) with Design Build Engineer so that sleeves are pre-installed as part of the roadway project.
12. Identification of any existing and/or proposed ITS cameras including delineation of views that are to be preserved for proper ITS management. DBLA is to coordinate with designated ITS management staff to fully evaluate the camera views that are to be preserved.
13. DBLA shall provide an “Irrigation Feasibility Report” which will make recommendations to FDOT in regard to irrigation water supply. This report shall include evaluation of the potential installation of an irrigation well; and/or include alternative water sources (either reclaim water supply or potable water supply).

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

The contractor is responsible for providing landscape construction documents and installing the proposed landscape per Landscape Plan as part of this contract.

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

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

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

The DBLA shall meet with the District Landscape Architect prior to the beginning of work for the purposes of coordination and to discuss adherence to the FDOT Highway Beautification Policy. No proposed planting areas indicated on the Landscape Plan can occur in: Federal and/or State jurisdictional wetlands or other surface waters; within open water bodies; in the bottom of stormwater management facilities; or use obligate wetlands or facultative wetland species within 25 feet of the seasonal high water of wetlands or other surface waters. Limited plantings may occur on the slopes and bottom of stormwater management facilities once coordinated with the District EMO , District Drainage Engineer and the District Landscape Architect. Trees may not be planted within five feet of storm sewer pipes and utilities.

VII. Technical Proposal Requirements:

A. General:

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

B. Submittal Requirements:

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

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

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

Submit three (3) flash drives containing the Technical Proposal (entirely, including roll-plots) in PDF

format.

Ms. Jamie Reyes
Attn: Jhoanna Garces de Beltre
801 North Broadway Avenue
Bartow, FL 33830
863-519-2279
D1.DesignBuild@dot.state.fl.us

The minimum information to be included:

Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be 15, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as two pages. 11"x17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this RFP. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.
- Provide the term, measurable standards, and remedial work plan for any proposed Value Added features that are not Value Added features included in this RFP, or for extending the Value Added period of a feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Project needs required of this RFP. Bar or Gantt charts are prohibited.

Section 2: Plans

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

through the ATC process. Provide Technical Proposal Plans in accordance with the requirements of the FDM, except as modified herein.

- Provide Technical Proposal Plans in accordance with requirements of the FDM, except as modified herein. In addition to the FDM requirements, provide the following items:
- A Master Signing Plan (MSP) in roll-plots, with maximum width not exceeding 36” x 1” = 100’ scale. The MSP shall show: all pavement markings and messages/shields, all guide and messages/shields, all guide signs (both overhead and ground mount), sign panel dimensions, sign structure types and locations .
- The Plans shall complement the Project Approach.

C. Evaluation Criteria:

The Department shall evaluate the written Technical Proposal by each Design-Build Firm. The Design-Build Firm shall not discuss or reveal elements of the price proposal in the written proposals. A technical score for each Design-Build Firm will be based on the following criteria:

Item	Value
1. Design	30
2. Construction	35
3. Innovation	10
4. Value Added	5
Maximum Score	80

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

1. Design (30 points)

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

- Structures design
- Roadway design / and safety
- Drainage design
- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- Geotechnical load test program
- PD&E Study Re-evaluation (if needed) and Minimizing impacts through design to:
 - Environment (social, cultural, natural and physical)
 - Public
 - Adjacent properties
 - Structures
- Temporary Traffic Control Plan

- Incident Management Plan
- Aesthetics
- Utility coordination and design
- Design considerations which improve recycling and reuse opportunities

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

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

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

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

2. Construction (35 points)

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

- Safety
- Structures construction
- Roadway construction
- Drainage construction
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
 - Environment (social, cultural, natural and physical)
 - Public, Pedestrians, Bicyclists
 - Adjacent Properties
 - Structures
 - Stakeholders
- Implementation of the Erosion/Sediment Control Plan
- Implementation of the MOT Plan
- Implementation of the Incident Management Plan
- Utility coordination and construction

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

The Design-Build Firm is to address the following in the Technical Proposal:

- Insuring all commitments as presented in Section D of this RFP and attachment A 10 are honored.
- Construction and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility conflicts.

3. Innovation (10 points)

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

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

4. Value Added (5 points)

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

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

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

Value Added Feature	Minimum Value Added Period
Value Added Asphalt	3 years
Value Added Concrete Pavement	5 years
Value Added Bridge Components	5 years

D. Final Selection Formula:

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

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

BPP = Bid Price Proposal

TS = Technical Score (Combined Scores from Letter of Interest and Technical Proposal)

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

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

E. Final Selection Process:

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

F. Stipend Awards:

The Department has elected to pay a stipend to all non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this RFP. This RFP does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$196,431 per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Department reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Department deems appropriate.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must fully execute the stipend agreement within one week after the Short-List protest period for the Design-Build Stipend Agreement, Form No. 700-011-14. The Short-Listed Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Short-Listed Design-Build Firm.

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

VIII. Bid Proposal Requirements.

A. Bid Price Proposal:

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project within which the Proposer will complete the Project. The lump sum price shall include all costs for all design, geotechnical surveys, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. The Department will accept Bid Price Proposals by electronic mail at D1.DesignBuild@dot.state.fl.us.

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