



*Florida Department of Transportation
District 1*

**DESIGN-BUILD
REQUEST FOR PROPOSAL FOR DISTRICTWIDE
DESIGN-BUILD PUSH BUTTON CONTRACT**

**Financial Projects Number(s): 448595-3-52-01
Federal Aid Project Number(s): NA
Contract Number: E1V77**

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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.

Contract Advertisement

Division I Design-Build Specifications

Award and Execution of Contract – Public Records (SP0030900DX)

Legal Requirements and Responsibilities to the Public – E-Verify (SP0072900)

Legal Requirements and Responsibilities to the Public – Scrutinized Companies (SP0073000)

Contaminated Material - Mercury-Containing Devices and Lamps (SP0080409)

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

1-Project Advertisement – Pending

2-design-build-boilerplate-7-22

3-Divisions II and III Special Provisions – By DB Firm

4-Mobilization (SP1010000DB)

5-Contractor Quality Control General Requirements (SP1050813DB)

6-Structures Foundations (SP4550000DB)

7-District One Traffic Operation and Maintaining Agency Special Requirements, Latest Update

8-ITSFM Implementation Guidelines and Minimum Requirements for D1 20171129

Bid Price Proposal Forms:

1. Bid Blank (375-020-17)

2. Design Build Proposal of Proposer (375-020-12)

3. Design Build Bid Proposal Form (700-010-65)

4. Bid or Proposal Bond (375-020-34)

5. Vendor Scrutiny-DBE Forms (375-030-60 & 275-030-11, 11B)

6. Master Pay Item List - PENDING

Initial Task Work Orders Attachments

TWO 1_SR 17 at Kokomo-Signal

Project Scope Memorandum

SR17 at Kokomo_Signal Scope Memo 20220921

Attachments

1. 22-04-01 - SR17_Kokomo_SkinkSurveyRpt_Final

2. 22-04-11 - NMSA Env Cert Docs

3. FDA_089_1 S&S Signal Warrant_Kokomo
4. Memorandum - Signal Variation for SR 17_Kokomo
5. SR 17 at Kokomo Diagonal Signal Variation Editable_12_13_2021

TWO 2_SR 29 from Oklahoma to Park Ave-Drainage

Project Scope Memorandum

SR 29 from Oklahoma to Park Ave - Drainage-Project Scope Memo 20220923

Attachments

- 448595-3 TWO 2 FBB Tech Memo
- 448595-3_Environmental Certification

TWO 5_SR 544 at Lucerne Park Road East-Signal

Project Scope Memorandum

TWO 5_SR 544 at Lucerne Park Road East-Project Scope Form 20220921

Attachments

1. Environmental Documents – PENDING
2. NR_Site Visit_Tech Memo_Final
3. SR 544_Old Lucerne Park Road_SWA_2018

TWO 6_SR 659 Combee Road-Drainage

Project Scope Memorandum

TWO 6 SR 659 Combee Road Project Scope Form 20220921

Attachments

1. 448595-3 TWO 6 Environmental Certification_compressed

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 Contract 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.

- D1.Signal Timing Guidelines.April-2021
- D1-RRR_Sidewalk PHASE II_Drainage Checklist 20211216
- FDOT Basis of Estimates 20220907
- Initial Task Work Order Document –Information (See Below)
- Potential Subsequent Task Work Order Document
 - TWO 3_SR 17 at Lake Wales Museum-Drainage
 - TWO 4_US 41-SR 45 at Field Rd - Drainage

INITIAL TASK WORK ORDERS

TWO 1_SR 17 at Kokomo-Signal

Reference Documents

- 1-Concept Plans
16090000 - MP 31.314 - SR 17 at Kokomo Rd - Signal Concept with Crosswalks
- 2-Concept Plans CADD Files
Aerials
CADD
- 3-Google Earth Location
SR17andKokomo_GoogleEarth.kmz
- 4-Right of Way Maps
1609-5209.pdf
- 5-Straight Line Diagrams
TWO 1_SR17 at Kokomo_SLD.pdf
- 6-Reference Plans
16090_3520 Polk Co. SR17 Best Available Copy
AS BUILT SR 17 AT CR 546 (KOKOMO RD)
AS BUILT SR 17 AT CR 546 (KOKOMO RD) SIGNING_PVMT
SR 17 SIGNING_PAVEMENT MARKINGS FROM BURNS AVENUETO SR
544
- 7-Reference Plans CADD Files - None
- 8-Utility Design Ticket
SSOCOF CONFRM 2022_09_21 00000 264202814-000 NORM DSGN NEW

TWO 2_SR 29 from Oklahoma to Park Ave-Drainage

Reference Documents

- 1-Concept Plans
417878-8-52-01 S+S BRIDGE OUTFALL PLANS 11_30_20
- 2-Concept Plans CADD Files
417878-8-52-01 BRIDGE OUTFALL CADD 2022_07_27
- 3-Google Earth Location
SR29andYeomansandPark_GoogleEarth
SR 29 Drainage Inlets Repair 20220831
- 4-Right of Way Maps
SR 29 R/W (0706-1022 B)
Canal RW (Sh 11 0706-1022(5002), FDOT Drain Easement, CSDETL17 KMZ)
- 5-Straight Line Diagrams
SR29 in LaBelle_SLD 20220901
- 6-Reference Plans
417878-8-52-01 S+S BRIDGE OUTFALL PLANS 11_30_20
Signing Pavement Markings from 1380' North of Sears Rd to Glades County Line
SR 29 AS BUILT ROADWAY PLANS From SR 80 TO Glades Co. Line
SR 29 AS BUILT SIGNALIZATION PLANS From SR 80 TO GLADES
COUNTY LINE
SR 29 AS BUILT SIGNINGANDPAVMENTPLANS SR 80 TO GLADES
COUNTY LINE
SR 29 CONSTRUCT CULVERT AT HENDRY COUNTY BANK
B02MiscDet01_DRAFT
- 7-Reference Plans CADD Files
417878-8 Bridge Outfall CADD
- 8-Drainage Calculations & Complaint

- 417878-8_FINAL Technical Memorandum_Bridge St Outfall
ICPR Files (Aug 2020 Survey, Pipe Reset 2020)
- 9-SFWMD Permit
030625-10_PermitFileHistory_656295
- 10-Utility Design Ticket
SSOCOF CONFRM 2022_09_21 00000 264202853-000 NORM DSGN

TWO 5_SR 544 at Lucerne Park Road East-Signal

Reference Documents

- 1-Concept Plans
Concept_SR 544_Old Lucerne Pk Rd
- 2-Concept Plans CADD Files
SR 544_Old Lucerne Park Road_CADD
- 3-Google Earth Location - SR544andOldLucerneParkRd_GoogleEarth
- 4-Right of Way Maps
16140-2501
- 5-Straight Line Diagrams Task 5_SR 544 at Old Lucerne_SLD
- 6-Reference Plans
16140-000_SR 544 FP1976971
SR 544 RESURFACING FROM N OF AVE Y NE TO .6 MI. W OF US 27 1Rd
SR 544 RESURFACING FROM N OF AVE Y NE TO .6 MI. W OF US 27 2Sg
- 7-Reference Plans CADD Files - None
- 8-Utility Design Ticket
SSOCOF CONFRM 2022_09_21 00000 264203170-000

TWO 6_SR 659 Combee Road-Drainage

Reference Documents

- 1-Concept Plans
SR659_EastsideDr_LRE_ConceptSketch
- 2-Concept Plans CADD Files
NA
- 3-Google Earth Location
CombeeEastside
- 4-Right of Way Maps
16006-1501 16810-2151
16810-2151
- 5-Straight Line Diagrams
SR 659 Combee Road SLD
- 6-Reference Plans
16006-3508_SR659_1976831_MP1.3_MP1.6
197620_2 TRAFFIC SIGNAL UPDATE POLK COUNTY LAKELAND
COMPUTER SYSTEM
197692-1-52-01 SR 659
409233_1 SR 659 COMBEE RD Pavement Marking Plans
409233_1 SR 659 COMBEE RD SKID HAZARD OVERLAY
422668_1 SR 659 COMBEE ROAD SIGNING_PAVEMENT MARKINGS
SR 659 COMBEE RD RESURFACING FROM FROM US 98 TO TO
WAYNESVILLE AVE
- 7-Reference Plans CADD Files - None

8-Drainage Calculations & Complaint

Combee Road Report_Excerpt Combee_Eastside

SR659_EastsideDr_LRE_ConceptSketch

9- Utility Design Ticket

SSOCOF CONFRM 2022_09_21 00000 264203251-000

DRAFT

I. Introduction.

The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for a Task Work Order (TWO) driven Districtwide Design-Build Push Button Contract. The Task Work Orders derived from this Contract may contain Federal Highway Administration (FHWA) mandates that require FHWA approval as well as State mandates that require State approval. The successful bidder may be responsible for the implementation of tasks from concept to completion of construction. The types of tasks that may be assigned under this Contract shall include, but not be limited to:

Allowable Contract duration is for a period of three (3) years from the date of the Notice to Proceed (NTP) of this Contract being issued, with a maximum of two (2) optional annual renewals which must be approved by the Florida Department of Transportation Chief Engineer prior to renewal being issued, or until a total maximum accumulated compensation of \$30,000,000 is reached for Task Work Order assignments during each year of the Contract. Individual Task Work Order assignments will not exceed \$2,000,000 and will not exceed 730 Days in duration.

All allocations shall be contingent upon sufficient legislative appropriation and additional funds may be added to increase the Contract amount when they are available. The Department, however, does not guarantee any quantities or final compensation relative to this Contract. Actual quantities and final compensation will be based on Task Work Orders issued during the Contract period.

The initial Task Work Orders under this Contract will authorize the design services and construction of the specific projects identified in the RFP. The Technical Proposal and the Bid Price Proposal shall address the Proposer's qualifications for those specific projects.

A. Task Work Order Phases

Task Work Orders may consist of Design Services and Construction.

Design Services – Design Services may be required for various Push Button improvements. Design Services will be assigned as a Task Work Order. The Task Work Order Notice to Proceed will identify the scope of work, compensation percentage for the Design Services, maximum Task budget, and TWO schedule time. No Design Services shall begin on a specific Task until a Task Work Order Notice to Proceed has been issued by the Department.

Construction – The Construction phase will be assigned as a Task Work Order. The Task Work Order may include Design Services or a signed and sealed Construction Plans package that was not produced by the Design-Build Firm. The Construction Phase (exclusive of material procurement) shall not begin until all requirements as outlined in the RFP have been met.

B. Initial Task Work Orders (Identified in RFP) Task Work Order Phases

The initial Task Work Orders under this Contract will authorize the Design Services and Construction phases of the (XX) Task Work Orders identified in the RFP. The Technical Proposal and the Bid Price Proposal shall address the Proposer's qualifications for those specific Task Work Orders.

The Design-Build Firm shall examine the Contract Documents and the sites of the proposed initial Task Work Orders 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 by the Design-Build Firm during the advertisement period of the Contract shall be submitted to the Department.

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 of the initial Task Work Orders 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.

C. Subsequent Task Work Orders (Not Identified in RFP)

For each subsequent Task Work Order not identified in the RFP, the Department will provide a Task Work Order maximum budget and maximum duration as part of the Notice to Proceed (NTP).

For each subsequent Task Work Order not identified in the RFP, the Design-Build Firm shall be responsible for the Design Services and Construction of the scope of work as indicated in the Task Work Order Notice to Proceed. Subsequent Task Work Orders not identified in the RFP may require some or all of the Task Work Order Phases listed above.

For each subsequent Task Work Order not identified in the RFP, the Design-Build Firm shall examine the Contract Documents and the sites of the proposed Tasks carefully 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 Services or Construction Phase of the Task shall be submitted to the Department's Project Manager.

D. Design-Build Responsibility

The Design-Build Firm shall be responsible for the survey, geotechnical investigation, design, utility coordination and relocation, preparation of all documentation related to the acquisition of all permits not acquired by the Department, preparation of any and all information required to modify permits acquired by the Department if necessary, maintenance of traffic, demolition, construction and evaluation on or before the Task Work Order completion date indicated in the RFP for Initial Task Work Orders and in the Notice to Proceed for subsequent Task Work Orders.

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, maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities, and the public.

The Design-Build Firm shall be responsible for reviewing the approved 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 for each TWO issued under this contract. 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-evaluations of the PD&E Study. The Design-Build Firm will not be compensated for any additional costs or time associated with Reevaluation(s) resulting from proposed design changes from the original concept or scope of work identified in the Task Work Order.

The Design-Build Firm shall demonstrate good project management practices while working on this Contract. These include communication with the Department and others as necessary, management of time and resources, providing the Department with complete documentation related to this Contract when requested, and assigning project supervisors at all times during construction with authority to make decisions on behalf of the DB team.

E. Department Responsibility

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

In accordance with 23 CFR 636.109 of the FHWA, in a Federal Aid Task, 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 Tasks, 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 December 14, 2016 and executed by the FHWA and the Department. The Environmental Document will be prepared by the Department and will be provided to the Design-Build Firm.

II. Schedule of Events.

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

Date	Event
Thursday, December 22, 2022	Planned Advertisement
Monday, January 9, 2023	Current Advertisement
Monday, January 30, 2023	Letters of Interest for Phase I of the procurement process due in District Office by 05:00 pm local time
Thursday, February 16, 2023	Proposal Evaluators submit Letter of Interest Scores to Contracting

	Unit 9:30 am local time
Friday, February 17, 2023	Contracting Unit submit Letter of Interest Scores and Proposal Evaluator comments to Selection Committee 09:30 am local time
Tuesday, February 21, 2023	Public Meeting of Selection Committee to review and confirm Letter of Interest scores 09:30 am local time
Tuesday, February 21, 2023	Shortlist Posting Date
Thursday, February 23, 2023	Final RFP provided to Design-Build Firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process. 05:00 pm local time
Tuesday, February 28, 2023	Virtual Mandatory Pre-Proposal Meeting District Office 8:00 am local time.
Tuesday, February 28, 2023	Virtual Utility Pre-Proposal Meeting facilitated by the District Utility Engineer at xx:xx am/pm local time at 801 N. Broadway Ave., Bartow FL, 33830
Monday, March 13, 2023	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.
Monday, March 20, 2023	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.
Wednesday, March 22, 2023	Technical Proposals due in District Office by 05:00 pm local time
Wednesday, March 22, 2023	Deadline for Design-Build Firm to "opt out" of Technical Proposal Page Turn meeting.
Wednesday, March 29, 2023	Thirty-minute "Page Turn" of Design-Build Firm's Technical Proposal
Wednesday, April 26, 2023	Question and Answer Written Responses. Deadline for the Department to provide a list of questions/clarifications for the Design-Build Firm to answer. <i>Note to the developer of the RFP: The Department is to provide the list of questions within one (1) week of the due date.</i>
Wednesday, May 3, 2023	Deadline for submittal of Question and Answer Written Responses to the Department's questions/clarifications from the Design-Build Firm xx:xx am/pm local time <i>Note to the developer of the RFP: The Design-Build Firm is to provide written responses to the Department's questions within one (1) week of the due date.</i>
Wednesday, May 10, 2023	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. xx:xx am/pm local time <i>Note to the developer of the RFP: The Department is to provide the list of follow up questions within one (1) week of the due date.</i>
Wednesday, May 17, 2023	Deadline for submittal of Question and Answer Written Responses to the Department's follow up questions. xx:xx am/pm local time xx:xx am/pm local time. <i>Note to the developer of the RFP: The Design-Build Firm is to provide written responses to the Department's follow up questions within one (1) week of the due date.</i>

Wednesday, May 17, 2023	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.
Monday, May 22, 2023	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.
Monday, May 22, 2023	Deadline for the Design-Build Firm to submit a written statement per Section III. Threshold Requirements, F. Question and Answer Written Responses.
Wednesday, May 24, 2023	Price Proposals due in District Office by 11:00 am local time.
Wednesday, May 24, 2023	Public Meeting announcing of Technical Scores and opening of Price Proposals
Tuesday, May 30, 2023	Public Meeting Date of Selection Committee to determine intended Award
Tuesday, May 30, 2023	Final Selection Posting Date
Tuesday, June 6, 2023	Anticipated Award Date
Tuesday, June 20, 2023	Design-Build Firm execute the contract
Tuesday, June 27, 2023	FDOT executes the contract

III. Threshold Requirements.

A. Qualifications and Modifications to Key Staff or Teaming Arrangements

Proposers are required to be pre-qualified in all work types required for the Contract. 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.

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

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.

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 Guaranty

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 Contract, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, Design Exceptions, Design Variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Department will issue a written addendum to this Request for Proposals as the Department determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Department. FHWA will be invited on Projects of Division 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 Responses 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 initial Task Work Orders 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 up to ten (10) 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 (1) week before the written Q & A Response 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.

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 Proposals. 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 seventy-two (72) hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within ten (10) days after the filing of the notice of protest. The formal written protest shall be filed within ten (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.

- Any design submittals that are part of a proposal shall be deemed preliminary only.
- Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The Department, at their discretion, may elect to consider those modifications in awarding points to the proposal rather than rejecting the entire proposal.
- In no event will any such elections by the Department be deemed to be a waiving of the Design and Construction Criteria.
- The Proposer who is selected for the Contract 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.
- 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.

- The Proposer shall obtain any necessary permits or permit modifications not already provided.
- Those changes to the Design Concepts may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

J. Modification or Withdrawal of Technical Proposal

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

K. Technical Proposal Department's Responsibilities

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

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

L. Design-Build Contract

The terms and conditions of this Contract are fixed price and fixed time. The Department will enter into a Lump Sum Contract with the successful Design-Build Firm.

1. Initial Task Work Orders (Original Contract Amount)

The Design-Build Firm's submitted Bid Price Proposal is to be a lump sum bid for completing the scope of work detailed in each initial Task Work Order. The total Bid Price Proposal for the initial Task Work Orders will be the lump sum original contract amount.

Design Services - The Bid Price Proposal shall itemize the Design Services cost portion of the bid as a percentage of the Construction Cost for each Task Work Order. The proposed percentage shall not exceed 20% of the proposed construction cost. The Department shall not pay any additional design fees due to construction cost overruns or any other cost increases.

Construction – The Construction Cost for each initial Task Work Order is equal to the Construction Cost Subtotal plus lump sum Maintenance of Traffic (MOT) and lump sum Mobilization (MOB).

- Construction Cost Subtotal = Sum of all Pay Item Quantity x Pay Item Unit Price

- Construction Cost = Construction Cost Subtotal + Lump Sum MOT + Lump Sum MOB

The Bid Price Proposal shall itemize the lump sum MOT (Pay Item 102-1) and lump sum MOB (Pay Item 101-1) as a percentage of the Construction Cost Subtotal. The combined proposed percentages for MOT and MOB shall not exceed 20%. The MOT and MOB percentage (%) established on the initial Task Work Orders will be used on all subsequent Task Work Orders.

The Bid Price Proposal shall include quantities and unit prices for MOT, MOB, and all other pay items that are necessary for the construction of the initial Task Work Orders on the bid blank form. Pay items or unit prices submitted on the bid blank form shall be the same as those submitted in the Master Pay Item List.

2. Subsequent Task Work Order Compensation

For each subsequent Task Work Order not identified in the RFP, the Department will provide a Task Work Order maximum budget and maximum duration as part of the Notice to Proceed. The final lump sum compensation for each subsequent Task Work Order will be as follows:

Design Services – For each subsequent Task Work Order, the Design Services compensation shall be a percentage of the Task Work Order Construction Cost. The percentage shall be equal to the proposed Design Services percentage as proposed in the Bid Price Proposal.

The Department reserves the right to provide a partial or a complete design plan set for each subsequent Task Work Order. In the event there is no Design Service provided by the Design-Build Firm, the Department will pay no Design Service cost for that Task Work Order. In the event that there is a partial Design Service provided by the Design-Build Firm, the Department will pay a partial Design Service cost for that Task Work Order. The amount for the partial Design Service cost will be negotiated and reimbursed through a Work Order or Supplemental Agreement.

When the Design Services cost is set for each subsequent Task Work Order, the Department shall not pay any additional design fees due to construction cost overruns or any other cost increases after any portion of a Task Work Order is designed.

Construction – For each subsequent Task Work Order, the Construction Cost is equal to the Construction Cost Subtotal plus lump sum Maintenance of Traffic (MOT) and lump sum Mobilization (MOB).

- Construction Cost Subtotal = Sum of all Pay Item Quantity x Pay Item Unit Price
- Construction Cost = Construction Cost Subtotal + Lump Sum MOT + Lump Sum MOB

The Construction Cost Subtotal will be based on the actual pay item quantities needed to complete the work as identified in the final signed and sealed Construction Plans. Pay item unit costs, MOT, and MOB shall be as submitted on the Master Pay Item List.

For pay item(s) needed to complete subsequent Task Work Orders that may not be included on the Master Pay Item List, the Department must execute a Supplemental Agreement to add the pay item(s) to the Master Pay Item List. Additional needed pay item(s) will be negotiated in accordance with the Department's specifications.

3. Performance Deficiencies and Contract Termination

If the Department determines that the performance of the Design-Build Firm is not satisfactory, the Department may notify the Prime Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time, but not less than 10 days. Otherwise, the Contract and/or Task Work Order(s) may be terminated at the end of such time or thirty (30) days, whichever is sooner.

If the Department requires termination of the Contract and/or Task Work Order(s) for reasons other than unsatisfactory performance of the Design-Build Firm, the Department will notify the Prime Contractor of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Contract and/or Task Work Order(s) is to be terminated.

If the Contract and/or Task Work Order(s) is terminated before performance of work is completed, the Design-Build Firm will be paid for the work that was satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract and/or Task Work Order(s). Compensation will be made through a Supplemental Agreement or Work Order.

M. Acceptance of Work

Completion of all work associated with a Task Work Order will be documented by the Department's Resident Engineer as Partial Acceptance of the Contract in accordance with Specifications 5-10.3. The Department shall provide written notice of Partial Acceptance to the Contractor and the Contractor's obligations for indemnification, defense and to hold the Department harmless under Section 7-12.1 shall cease for the accepted portion of the Contract. However, the Contractor shall be responsible under Section 7-12.1 as it applies to direct performance of work items of final striping, landscape establishment period, signalization "burn-in" or any other Contract item which requires performance, warranty or maintenance after the completion of all other Contract items for the accepted portion of the Contract.

N. Task Work Order Liquidated Damages

A maximum number of days for completion of all work associated with each Task Work Order shall be identified in the RFP for initial Task Work Orders and in the Notice to Proceed for subsequent Task Work Orders.

Liquidated Damages shall be established and applied according to Section 8-10, Liquidated Damages for Failure to Complete Work, per the applicable edition of the Florida Department of Transportation Standard Specifications of Road and Bridge Construction. Liquidated Damages will be assessed for the Contractor's failure to complete all work and obtain Partial Acceptance of all work associated with a Task Work Order within the established TWO schedule time identified in the Task Work Order Notice to Proceed.

Completion of a Task will be established by the Engineer and will be based on the date the Engineer issues Partial Acceptance of all work associated with a Task Work Order. TWO schedule time for the Task Work Order may be adjusted in accordance with Standard Specification 8-7, Computation of Contract Time. Such extensions will be documented by the Department.

O. Price Adjustments

There will be no pay item unit price adjustments on this Contract. All references to any price adjustments included in the Standard Specifications for Road and Bridge Construction are not applicable to this Contract.

III. Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

The Department of Transportation has an overall, race-neutral DBE goal. This means that the State's goal is to spend a portion of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Department believes that the overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Contract and assigned a DBE availability goal shown in the Contract Advertisement and on the bid blank/Contract front page under "% DBE Availability Goal". The Department has determined that this DBE percentage can realistically be achieved on this Contract 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 all of our Design-Build Firms to actively pursue obtaining bids and quotes from Certified DBE's.

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE's, 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 the short-listed Design-Build Firms prior to award, on Contracts 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 Contract. 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 Contracts, including both DBE's and Non-DBE's.

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.

IV. Requirements and Provisions for Work.

A. Department Commitments

The Design-Build Firm will be responsible for adhering to the Task commitments identified in the RFP for each initial Task Work Order and the Notice to Proceed for each subsequent Task Work Order.

B. Railroad Coordination:

The current Task Work Orders do not include railroad impacts and none are anticipated. However, notification to the Department will be required if the Design-Build firm requires railroad impacts due to site constraints or means and methods. The Design Build firm will be fully responsible for notifications, schedule impacts and/or additional costs.

The Department will conduct the required contract negotiations and plans review coordination. All required Railroad Reimbursement Agreements will be between the Railroad Company and the Department. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these agreements and Railroad Agency safety rules. The Design-Build Firm must make the necessary arrangements with Department and Railroad Company prior to encroachments into the railroad Rights of Way.

The Design-Build Firm is responsible for providing the Engineer with a minimum of forty-five (45) days written advance notice if the Design-Build Firm's design and construction concept requires protective services (i.e., watchman or flagging services) for less than twenty (20) consecutive days (short-term). The Design-Build Firm is responsible for providing the Engineer with a minimum of six (6) months written advance notice if the Design-Build Firm's design and construction concept requires protective services (i.e., watchman or flagging services) for twenty (20) or more consecutive days (long-term). The Design-Build Firm shall submit schedule and schedule changes to the Engineer so the Department can coordinate the scheduling of protective services.

C. 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 or time will be issued in the event of any inaccuracies in the preliminary information.

The Design-Build Firm shall contact the appropriate Department Maintenance offices or local agencies (off-system projects) to obtain the latest as-built plans available for each location in the assigned Task Work Order. Based on the information obtained from the as-built plans, the Design-Build Firm shall conduct a field review of the existing conditions at each assigned location to confirm the existing geometry, facilities, and to determine if there is adequate Right of Way and clear areas to construct the proposed improvements. If adequate Right of Way information is not available in the as-built plans, the Design-Build Firm will contact the Departments Right of Way Office to obtain any available Right of Way data.

D. Submittals

1. Computer Automation

Task Work Order Phase Submittals 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 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 available in the FDOT CADD Software [Current Supported Versions \(fdot.gov\)](#). Furnish record documents for all building related components of the Project in AutoCAD format. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm will be required to furnish the Task'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 Bentley's OpenRoads Designer ORD and/or Autodesk's AutoCAD Civil 3D design files format.

As part of the Record/As-Built Set deliverables, field conditions shall be incorporated into 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.

2. Component Submittals

The Design-Build Firm may submit components of the construction plans set instead of submitting the entire construction plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the FDOT Design Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, landscape, architectural, AND structural.

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

3. 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".

Data Collection and Analysis ()

- Project Scope Memorandum update
- Preliminary project design memorandum. Including design controls, speed, vehicle, traffic volumes, access class & function, bike & pedestrian, ADA, (As appropriate for type of project)

- Typical Section dimensions
- Concept Plans update.
- Utility – Preliminary locations & potential conflicts
- Environmental – Preliminary evaluation and commitments update (if any)
- Drainage – Preliminary structure sizes (if appropriate)
- Project Concept design vs. R/W (Identify issues.)
- Design Variations - Identify potential additional (i.e., base clearance, sight distance, clear zone, ADA, etc.)
- Updated Schedule & Production dates
- Draft D1-RRR_Sidewalk PHASE II Drainage Checklist
- Google Earth kmz

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90% Phase Submittal

- 11" X 17" Plans (all required components)
- Signed and sealed geotechnical report
- Settlement and Vibration Monitoring Plan (SVMP)
- Signed and sealed Bridge Hydraulic Report
- Design documentation
- Technical Special Provisions
- Utility Conflict Matrix and Draft Utility Work Schedules
- Environmental Permit Applications.
- Engineer's Estimate
- Completed D1-RRR_Sidewalk PHASE II Drainage Checklist (Include in the design documents)
- Google Earth kmz

One (1) copy of 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 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 (2) resubmittals, a submittal workshop between the Department and the Design-Build Firm must be held to resolve any outstanding issues or comments.

Final Submittal

- Signed and Sealed 11" X 17" Plans (all required documents)
- Signed and Sealed Design Documentation
- Signed and Sealed Drainage Design Report
- Settlement and Vibration Monitoring Plan (SVMP)
- Signed and Sealed Construction Specifications Package or Supplemental Specifications Package
- Technical Special Provisions
- Executed Utility Work Schedules
- Environmental Permit
- Final Estimate

- Comments resolved certification.
- Google Earth kmz

One (1) copy of the information above shall be submitted electronically in .pdf format. All QC plans and documentation for each component of the Final Submittal shall be submitted electronically in .pdf format.

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

4. 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 Task and/or Contract Construction Plans and specifications. The Department’s review of submittals and subsequent Release for Construction is to assure that the Design-Build Firm’s EOR has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the Contract documents. The Department’s review is not meant to be a complete and detailed review. No failure by the Department in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the Contract shall constitute a basis for the Design-Build Firm’s entitlement to additional monetary compensation, time, or other adjustments to the Contract. The Design-Build Firm shall cause the Engineer of Record to resolve the items not in compliance with the Contract, errors or omissions at no additional cost to the Department and all revisions are subject to the Department’s approval.

The Design-Build Firm may choose to begin construction prior to completion of the Construction Plans and the Department stamping the plans and specifications Released for Construction except for bridge construction. 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 to the Engineer 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. 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 Submittal

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

Design-Build Firm shall complete the As-Built Plans as the Task 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 Task completion for Department review and acceptance as a condition precedent to the Departments issuance of Partial Acceptance.

The Department shall review, certify, and accept the As-Built Plans prior to issuing Partial Acceptance of the Task 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 Task completion, the following electronic submittals in .pdf format:

- 11” X 17” Signed and Sealed As-Built Plans, Drawings and Certified Surveys
- All As-Built plans required to be submitted based on environmental permit conditions
- Signed and Sealed Bridge Load Rating Summary Form and Calculations Based on As-Built Conditions
- Final Documentation (if different from final component submittal)
- Survey Information, Including Electronic Files and Field Books
- Deliver the final CADD .zip in accordance with the CADD Manual
- ITSFM

One (1) Final Task Submittal containing all of the information above shall be submitted electronically in .pdf format (unless requested as CADD files).

E. Contract and Task Work Order Duration

Task Work Orders will have TWO schedule time not to exceed 730 days. The TWO schedule time for each initial Task work Order will be documented in the RFP. The TWO schedule time for subsequent Task Work Orders will be issued with the Work Order Notice to Proceed.

Special Events will be identified by the Department for each Task Work Order issued under this Contract. Special Events will be documented in the RFP for the initial Task Work Orders and in the Task Work Order Notice to Proceed for subsequent Tasks.

F. Project Schedule

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm’s Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and Department observed Holidays) review time for the Department’s review of all submittals with the exception of Category 2 structures submittals and submittals requiring railroad coordination. The review of Category 2 structures submittals requires Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Department observed Holidays) for these reviews. The review of submittals involving railroad coordination requires Rail Company involvement and the Schedule shall allow for up to thirty (30) calendar days (excluding weekends, Department, and Rail observed Holidays) for these reviews.

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

455.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below as appropriate for each Task Work Order scope of work:

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including Request for Information (RFI)'s, Request for Modification (RFM)'s, Request for Correction (RFC)'s, and Non-Conformance Report (NCR)'s
- Material acquisition / procurement
- Design Survey
- Submittal Reviews by the Department and FHWA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- PD&E Study re-evaluation documentation
- Environment Permit Submittals
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- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

G. Key Personnel/Staffing

For each assigned Task Work Order, the Design-Build Firm shall designate a Project Manager who will be the representative of the Design-Build Firm. This person will be the key contact person between the Department and the Design-Build Firm for communication purposes including, but not limited to, design issues/resolutions, construction issues/resolutions, and all other issues. In the event the Design-Build Firm employs more than one designer and/or sub-contractor, this designated Project Manager will represent all of those designers and sub-contractors.

At the Department's discretion, during the design phase of an assigned Task Work Order, the Design-Build Firm shall provide a representative who is available on a continuing basis as required by the Department, and who is capable of providing continuous accurate design knowledge of information associated with an assigned Task Work Order.

During the construction phase of an assigned Task Work Order, the Design-Build Firm shall provide a representative employed by the Prime Contractor to be onsite during all construction activities.

H. 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, but are not limited to:

- Design and Construction Progress
- Department Technical Issue Resolution
- Local Agency Coordination
- Permit Agency Coordination
- PD&E Study re-evaluation meeting
- Scoping Meetings
- Maintenance of Traffic Workshop
- Pavement Design Meeting
- System Integration Meetings

During design, the Design-Build Firm shall meet with the Department's Project Manager on bi-weekly 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 two (2) week look ahead for activities to be performed during the coming weeks.

I. Public Involvement

1. General

Public involvement is an important aspect of the Contract. 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 efforts. The Design-Build Firm will assist the Department in of 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 Contract Community Awareness Program.

3. Public Meetings

The Design-Build Firm shall provide all supporting materials necessary for the various public meetings, which may include, but is not limited to:

- Public Information Meetings
- Public Workshops and Open Houses
- Public Hearings based on the current guidance on the FDOT Public Involvement website: <https://www.fdot.gov/planning/policy/publicinvolvement/index>)
- Meetings with Local Agencies and Planning Organizations
- Meetings with Elected and Appointed Officials
- Meetings with Special Interest Groups

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information, display boards, printed material, video graphics, computerized graphics, etc., and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the Task creates.

The Department will be responsible for preparing and mailing (includes postage) all letters announcing workshops, information meetings and public meetings/hearings. All legal/display advertisements for these meetings will be prepared and paid for by the Department.

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 Correspondence

The Design-Build Firm shall direct all communication and correspondence through the District PIC and provide records of all public correspondence, written or verbal, to the Department throughout the life of the Contract.

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

The Design-Build Firm may be required by the CEI/Department provide content to be used for public correspondence. The content may include, but is not limited to, color graphic renderings, computer generated graphics to depict improvements, and/or content for the Department's website.

J. Quality Management Plan (QMP)

1. Design

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

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

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

2. Construction

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

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

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

M. 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 Task activities as defined in the schedule of values. Final payment will be made upon Partial Acceptance by the Department of the Design-Build Task Work Order. 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.

Tracking DBE participation will be required under normal procedures according to the Construction Project Administration Manual.

Upon receipt of the estimates 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.

N. Partial Payments

The Department's Construction Project Manager will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month. The Department's Construction Project Manager will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the certified submittal by the Contractor less quantities completed and the Contract prices, less payments previously made and less any retainage withheld. Retainage applies to each Task Work Order.

O. 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.

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

P. Adjoining/Existing/Proposed 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 each Task Work Order. This includes projects under the jurisdiction of local governments, the Department, other regional and state agencies, or private entities.

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

The Design-Build Firm shall verify through the appropriate Department Construction and Maintenance offices and with other local agencies (i.e., counties and local municipalities) that there are no conflicts with construction of the Task and any other existing or proposed projects.

Q. 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 Contract specific Partnering Agreement:

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

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

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

VI. Design and Construction Criteria.

A. General:

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

B. 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 with 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 Contract. If there are potential variations or exceptions from the AASHTO and Department criteria, the Design-Build Firm will be responsible for obtaining them.

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
<https://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
<https://www.fdot.gov/cadd/downloads/publications/publications.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 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://fdotewp2.dot.state.fl.us/ProceduresInformationManagementSystemIntranet/Procedures?viewBy=2&procType=pr&officeID=15>

C. Innovative Aspects:

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

D. Transportation Management Plan:

The Design-Build Firm must develop a Transportation Management Plan in accordance with the FDOT Design Manual. For non-conventional projects typically, the level of complexity will be Level I, unless specified in the Task Work Order scope memorandum. Traffic management plans must include consideration for local events. Local events in the project vicinity must be obtained from the District 1 PIC.

E. Utility Coordination:

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm's proposal. The Design-Build Firm shall notify the Department in writing of any change in the identity of the Utility Coordination Manager (UCM). 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 Utility Agency/Owners 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, approving, signing, and coordinating the implementation of and submitting to the Department for review all Utility Work Schedules.
8. Assist in resolving utility conflicts.
9. Obtaining and maintaining all appropriate “*Sunshine 811*” tickets as they apply to utility relocation work.
10. 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.
11. Providing periodic Task updates to the Department Project Manager and District Utility Office as requested.
12. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs between the Department and the utility.
13. Prepare utility certifications or statements for all Federal-Aid construction projects per 23 CFR 635.309(p)(1)(v).

The Design-Build Firm may request a utility to be relocated to accommodate the construction of a Task Work Order. These relocations require the Department’s approval and the Department will not pay the Utility Agency/Owner (UA/O) or the Design-Build Firm for the utility relocation work

The Department has not performed subsurface utility engineering on any planned or future Task Work Orders under this Contract. . The Design-Build Firm shall be responsible for determining the locations of the UAO facilities within the project by Subsurface Utility Engineering during the design phase to resolve utility conflicts

Relocation agreements, plans and permit applications are to be forwarded to the Department Project Manager for review by the District Utility Office (DUO) and the Department’s Project Manager prior to execution by the Design-Build Firm. The DUO and the Department’s Project Manager only review the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the District Maintenance Office for the permit by the UAO to be signed and recorded or submitted through the One Stop Permitting (OSP) system.

F. Geotechnical Services:

1. General Conditions:

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Task needs in accordance with Department guidelines, procedures and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Contract and/or Task Work Order.

2. Drilled Shaft Foundations Miscellaneous Structures

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

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

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

3. 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.

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 Task. The scope of work shall include performing appropriate Right of Way survey for the Task, including mainline alignment, side streets as needed, as well as all Right of Way interests.

H. Vibration and Settlement Monitoring

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

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

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

- Identify any existing structures that will be monitored for vibrations during the construction period. Establish the maximum vibration levels for existing structures that 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.

I. Permitting and Permits

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

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

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

The Department shall have up to 100 calendar days after FDOT has approved and released the State and Federal permit applications for submittal to the agencies to procure the required mitigation credits. 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.

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

Stormwater Pollution Prevention Plans (SWPPP)

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

Gopher Tortoise Evaluation and Impacts

The Department will conduct an investigation of the Task site and determine if potential gopher tortoise habitats could be impacted by the Task. All coordination by the Design-Build Firm with the Department regarding gopher tortoises will be completed through the District Environmental Management Office, District Environmental Permit Office.

If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the Task including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). The Department must verify the completeness and accuracy of the assessment prior to commencement of any permitting or construction activities.

Any areas where the Design-Build Firm proposes to protect burrows to remain on-site with "exclusionary fencing" shall be reviewed and approved by the Department. The Design-Build Firm shall submit an "exclusionary fencing" plan for review prior to any "exclusionary fencing" installation.

If there are unavoidable impacts to gopher tortoise burrows, **the Design-Build Firm shall be responsible for preparing** required documentation for the Department to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the "permittee", the Department is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. This applies whether the Task Work Order is Federal or State funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to FWC. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office or District Environmental Permit Office, as appropriate. If FWC rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved.

Once the permit is obtained, the Design-Build Firm shall notify the Department at least one week prior to the relocation of gopher tortoises. If gopher tortoise relocations are phased throughout the construction, the Design-Build Firm shall notify the Department at least one week prior to each relocation phase. The Department will provide oversight of the relocations and ensure permit compliance.

The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the relocation permit valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the Agencies. The Design-Build Firm shall provide the appropriate reports as required by the permit conditions, including closing out the permit.

The Design-Build Firm shall note that permits for gopher tortoise relocation for areas outside of the Department owned Right of Way (i.e. utility easements; license agreements) cannot be obtained with the Department as the “permittee”, per FWC requirements. Should permits in areas outside of the Right of Way be required, the Department will still perform the oversight of the process as described above. The Design-Build Firm will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

J. Data Collection and Analysis ()

The Data Collection and Analysis () phase includes data collection, feasibility study and a constructability analysis. The objective is for the Design-Build Firm to provide a constructability recommendation to the Department based on the study and analysis of the scope of work identified in the Task Work Order.

The data collection shall include, but not limited to, the following:

- Applicable Design Criteria – FDM Department Facilities, Greenbook Counties & Municipalities
- As-Built Plans
- Above and/or Underground Utilities – Design Ticket
- Department Owned Facilities (i.e., lighting, ITS, etc.) – Identified in asbuilts
- Right of Way Maps
- Preliminary Traffic Data

The feasibility study shall review, but not limited to, the following:

- Design Concepts
- Environmental Impacts
- Utility Conflicts
- Conflicts with Department Owned Facilities
- Right of Way Constraints
- Lane Closure Restrictions

The constructability analysis shall analyze, but not limited to, the following:

- Recommended Design Concept
- Utility Agency/Owners (UA/O)
- Potential Utility Conflicts Including Cost and Time Needed for Adjustments
- Right of Way Constraints
- Required Design Variations and/or Exceptions
- Needed Lane Closure Restriction Modifications and Reasoning Why
- Engineering Cost Estimate – based on master pay item list?
- Other Issues Resulting in Potential Delay or Cancellation of the Design and Construction Task Work Order

The Design-Build Firm shall prepare and submit a Data Collection and Analysis () Report describing the analysis and findings as to whether the scope of work identified in the Task Work Order can be constructed within the time and budget provided in the Data Collection and Analysis () Task details. The report shall also include a preliminary plan set for the recommended design concept. If the analysis results in findings which could cause delay or exceed the budget, the Design-Build Firm shall inform the Department via this report and provide design alternatives or suggest complete omission of a Design and/or Construction Task Work Order related to the scope of work being assessed. The Department will make the final decision on

whether or not issue an amended Design and/or Construction Task Work Order.

L. Design Services:

When applicable to a Task Work Order as determined by the Department, the Design-Build Firm shall prepare the Construction Plans and Specifications Package.

1. Roadway Plans

When applicable to a Task Work Order as determined by the Department, 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:

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.

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

Drainage Analysis:

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

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

The objective is to obtain approved stormwater treatment/attenuation design. 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 for submittals

containing drainage components and is to occur fifteen (15) calendar days (excluding weekends and Department observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the Department's District Drainage Engineer an electronic signed and sealed Drainage Design Report (pdf). It shall be a record set of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

Geometric Design:

The Design-Build Firm shall prepare the geometric design for the Task Work Order 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 the RFP.

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.

Design Documentation, Calculations, and Computations:

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

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". 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.

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 Task Work Order
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.

2. Structures Plans

Critical Temporary Retaining Walls:

Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing 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.

3. Signing and Pavement Marking Plans

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

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 Task Work Order limits and address all signage within the Task Work Order 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.

4. Lighting Plans:

The Design-Build Firm shall 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.

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. 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 pole to minimize service and branch circuit conductors and conduit lengths. Preliminary electrical service locations have been coordinated with and provided by the local utility provider. Each service point shall be separately metered.

The Design-Build Firm shall comply with the all requirements of each jurisdictional authority within the Task Work Order limits. Compliance with the jurisdictional authority includes but is not limited to: field reviews, technical meetings, special deliverable, etc.

5. Signalization and Intelligent Transportation System Plans:

The Design-Build Firm shall be responsible for all Signalization and ITS design and engineering services when signalization and/or ITS is included in the scope of work identified in the Task Work Order. The Design-Build Firm shall prepare Signalization and Intelligent Transportation Plans in accordance with Department criteria. Local maintaining Agency criteria shall be used, where applicable. The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization and Intelligent Transportation System devices as well as overall system construction and integration.

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 Contract as well as existing sub-systems that remain or are re-deployed as the final project. The Design-Build Firm shall detail existing Signalization and Intelligent Transportation System equipment and report which devices will be removed, replaced, or impacted by the Task Work Order.

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:
 - DMS Structure, DMS attachment, DMS display/layout
 - CCTV structure, CCTV attachment, CCTV operation/layout
 - MVDS structure, MDVS attachment, MDVS 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 Rule 940 as applicable. This includes, but is not limited to, the development or update of a concept of operations, the development or update of a system engineering master plan (SEMP), and requirement traceability verification (RTVM) as well as coordination of document review.

ITS Work Elements and ITS Components

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

- Replacement of any ITS System components that are impacted by the Design-Build Firm's scope of work as approved by the Department. All equipment shall be new unless otherwise specified.
- DMS – Includes sign support structures, static signs, and mounting brackets for lane control, lane status, toll amount, travel time and full size DMS.
- CCTV – Includes concrete poles, camera lowering devices and mountings to provide 100% CCTV coverage of the project corridor. In addition, each express lane DMS shall have a dedicated verification CCTV.
- MVDS - Includes concrete poles and mountings to detect all general purpose and express lanes along the project corridor. MVDS devices shall be spaced at ½ mile intervals on each side of the roadway.
- Removal of any ITS System components that are impacted by the Design-Build Firms scope of work as approved by the Department.
- Removal of the existing lateral drops from the backbone to the existing mainline toll facilities and from the existing ramp toll facilities that will or may be removed as part of this project. The lateral drops disconnected from the backbone shall be re-spliced “in-kind” to match respective fiber strand(s) and buffer tube(s) as approved by the Department. The existing lateral drop conduit(s), pull boxes and splice boxes shall be removed as described in Section C - Utility Coordination of this RFP.
- Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm.
- Testing of the Intelligent Transportation System.
- Testing of the end-to-end express lanes system.
- Coordinate with the Design-Build Firm to avoid conflicts with landscape plans within the Department Right of Way. While procedures are being revised to facilitate this increased collaboration and cooperation, the Design-Build Firm is required to ensure that the design and construction of each ITS project and each landscape project is entirely coordinated with existing and proposed ITS facilities and landscapes. Both programs have been determined to be important components of the state transportation system.

The ITS components shall be defined as follows:

- Closed Circuit Television (CCTV) Camera System: The CCTV Camera System consists of pan-tilt-zoom (PTZ) cameras along the corridor that are typically spaced at one (1) mile intervals. The CCTV cameras are used by Department staff for incident management and traffic monitoring. The cameras are integrated and communicate with Local Hubs along the corridor via the single mode FOC communications backbone installed along the corridor.
- Dynamic Message Sign System (DMS). The DMS consists of both mainline and arterial dynamic message signs (ADMS) and provide roadway information and travel times. The mainline DMS are located at select locations along the corridor. The ADMS are located on each approach of select major arterials throughout the roadway system. The mainline DMS are

connected and communicate via the single mode FOC communications backbone installed along the corridor. The ADMS communicate with wireless radios to a hub site connected to the single mode FOC communications backbone installed along the corridor.

- Vehicle Detection Systems (VDS): The VDS consists of non-intrusive, microwave technology sensors used to collect vehicle volume, speed and occupancy data from mainline travel lanes. The detectors are typically located at approximately one-half (1/2) mile intervals. The detectors are installed on stand-alone concrete poles and/or attached to other ITS device structures in a side-fired configuration to detect data on a lane-by-lane basis. The VDS is used for incident detection by Department staff and communicate with the single mode FOC communications backbone installed along the corridor.
- Fiber Optic Network (FON): The FON infrastructure provides communications for ITS and Tolls components. The FON is composed of the FOC communications backbone, lateral connections and communications equipment including but not limited to field and HUB Ethernet switches, port servers, routers, fiber patch panels installed at the various ITS device(s) serving as a local HUB.
- For clarification purposes, any reference in this RFP to the mainline fiber optic backbone that is installed along the corridor shall be defined as the “backbone”. The fiber optic cable between the backbone and a building (ramp and mainline locations) shall be defined as the “Tolls lateral”. The fiber optic cable between the backbone and ITS components shall be defined as the “ITS lateral”.
- The FOC communications backbone consists of a single mode fiber optic cable and four (4), 1.25-inch HDPE conduit, locate tone wire, warning tape, fiber route markers, pull boxes, and splice boxes. Three (3) of the four (4), 1.25-inch HDPE conduits are spare conduits. The backbone provides access points for the various ITS and Toll System components along the corridor for network connectivity as previously described.
- The majority of ITS components are connected to the backbone through a lateral twelve (12) count single mode fiber optic cable inside two (2), 1.25-inch HDPE conduits of which one is a spare. ITS components on arterials, such as ADMS, connect with the backbone through a wireless access point (WAP) and LHUBs which are physically connected to the backbone through a lateral fiber optic cable connection.
- The Departments Communications Network includes but is not limited to the fiber optic drops from the backbone to each toll plaza as well as fiber optic cable that interconnects ramp toll plazas within the various interchanges and all other associated communications elements. The lateral drops for the existing toll plaza consist of a twenty-four (24) count single mode fiber optic cable for ramp plazas and forty-eight (48) count single mode fiber optic cable for mainline toll plazas. The lateral drops typically consist of two (2), 2-inch underground conduits of which one is a spare.

Signalization and ITS System Integration Meetings

The Design-Build Firm shall meet with the Department’s Project Manager at least thirty (30) calendar days before beginning system integration activities. System Integration Meetings will be held on mutually agreeable dates. 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 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 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.

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.

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

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

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

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

<https://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.

M. Construction:

1. 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.

2. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the FDM. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

When required to be submitted to the Department, Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. All "Approved" and "Approved as Noted" Shop Drawings submitted to the Department for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). The Department shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design-Build Firm. The Department's procedural review of Shop Drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Department's review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the Department will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

3. ITS Construction, Integration, Testing and Acceptance:

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

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

VII. Technical Proposal Requirements

A. General:

Each Design-Build Firm being considered for this Contract 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 Contract and shall be innovative, when appropriate, and practical.

B. Submittal Requirements:

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

The Technical Proposal must 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 direct 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 (1) flash drive containing the Technical Proposal (entirely, including roll-plots) in PDF format.
D1.DesignBuild@dot.state.fl.us.

The minimum information to be included:

Section 1: Contract Approach

- Paper size: 8½" x 11". The maximum number of pages shall be 10 single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11"x17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the needs of the initial Task Work Orders described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the Task and to provide confidence the Design and Construction can be completed as proposed.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Task's needs required of this Request for Proposal. Bar or Gantt charts are prohibited.

Section 2: Plans

- Plan and Profile views of the proposed improvements shall be submitted in roll-plot format. The maximum width of the roll-plots shall be 36". The maximum length of the roll-plot shall be 8'. The maximum number of roll-plots per initial Task Work Order shall be one (1). Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is allowed provided it clarifies the plan and profile views. However, the Department may determine that such additional information is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the Department. All other information not included on the roll plots, such as typical sections, special emphasis details, structure plans, etc., shall be provided on 11"x17" sheets.

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	35
2. Construction	35
3. Innovation	10
4. Value Added	0
Maximum Score	80

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

1. Design (_35_ points)

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

- Structures design
- Roadway design / and safety
- Drainage design
- Environmental Design
- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- PD&E Study re-evaluation and minimizing impacts through design to:
 1. Environment (social, cultural, natural, and physical)
 2. Public
 3. Adjacent Properties
 4. Structures
- Transportation Management 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: for aesthetics features of the design including but not limited to the following: considerations in the geometry, suitability and consistency of structure type, structure finishes, shapes, proportions and form throughout the limits of the project. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.

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

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

2. Construction (_35_ points)

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

- Safety
- Structures construction
- Roadway construction
- Drainage construction
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Implementation of the Erosion/Sediment Control Plan
- Implementation of the Maintenance of Traffic Plan
- Implementation of the Incident Management Plan
- Utility Coordination and Construction

The Design-Build Firm is to address the following in the Technical Proposal: developing and deploying construction techniques that enhance Task 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: ensuring all commitments in the Project Commitment Record are honored.

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

All innovative aspects shall be identified separately as such in the Technical Proposal for the initial Task Work Orders.

4. Value Added (_0_ points)

NA

VII. Bid Price Proposal Requirements

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

Mrs. Jamie Reyes

Attn: Jhoanna Garces de Beltre

801 N. Broadway Ave.

Bartow, FL 33830

(863) 519-2279

D1.DesignBuild@dot.state.fl.us

The package shall indicate clearly that it is the Bid Price Proposal and shall clearly identify 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.

IX. Final Selection

A. Final Selection Formula:

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

$$\frac{(0.60)BPP+(0.40)MPIL}{TS} = \text{Adjusted Score}$$

BPP = Bid Price Proposal for Initial Task Work Orders as identified in the RFP including design cost, MOT, and MOB. MPIL = Master Pay Item Lists Pricing*
TS = Technical Score (Combined Scores from LOI and Technical Proposal)

**Note: The Department will provide the pay items and bid quantities in the Master Pay Item List (MPIL). When pay items included in the Master Pay Item List are needed for the initial Task Work Orders as identified in the RFP, the unit prices shall be identical. If submitted unit prices for identical pay items are different, the lower of the prices shall be used for the initial and all subsequent Task Work Orders.*

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

B. Final Selection Process:

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

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