

Florida Department of Transportation
DRIVEN PHASED DESIGN-BUILD (DPDB)
REQUEST FOR QUALIFICATIONS (RFQ)

For



Combined Project
consisting of

S.R. 31 Widening and Wilson Pigott Bridge
Replacement

and

S.R. 78 Widening

S.R. 31 (Babcock Ranch Road) Widening from S.R. 80 (Palm Beach Boulevard) to S.R. 78
(Bayshore Road) and Wilson Pigott Bridge Replacement Project
Financial Project Number: 441942-2-52-01

S.R. 78 (Bayshore Road) Widening from Park 78 Drive to S.R. 31 (Babcock Ranch Road)
Project
Financial Project Number: 444937-1-52-01

Contract Number: E1Y75
August 4, 2026

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I. Combined Project

This Project consists of two Segments. The first Segment consists of S.R. 31 (Babcock Ranch Road) Widening from S.R. 80 (Palm Beach Boulevard) to S.R. 78 (Bayshore Road) and Wilson Pigott Bridge Replacement, and shall be referred to as the SR31 Project throughout this RFQ. The second Segment consists of S.R. 78 (Bayshore Road) Widening from Park 78 Drive to S.R. 31 (Babcock Ranch Road) and shall be referred to as the SR78 Project throughout this RFQ. All Attachments and Reference documents to this RFQ will specifically indicate the Segment(s) to for which it is applicable.

The Department shall proceed with a single procurement as outlined in this RFQ. Upon completion of the procurement, two contracts may be awarded for the Work surrounding the Project. Each Contract shall be for one of the two Segments, and they shall remain independent of each other. Throughout this RFQ the term Project shall refer to the SR31 Project while contained within the executed Contract for the SR31 Project. Conversely, the term Project shall refer to the SR78 Project while contained within the executed Contract for the SR78 Project.

During procurement, the term Project shall collectively be used to identify both Segments. The Department retains discretion to resolve any ambiguity concerning the term Project.

II. Additional Project Documents

A. Attachments

ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Request for Qualifications (RFQ) 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 Project Guaranteed Maximum Price, or if further investigation is needed. See herein this RFQ for clarifications for the application of Attachments and Governing Regulations to this Project. The Attachments below are identified by applicable Segment.

SR31 Project Attachments:

A01-SR31 Technical Provisions	(Release on August 4)
A02-Advertisement	(Release on August 4)
A03-Division I Specs	(Release on August 4)
A04-Division II and III Specs	(Release on August 4)
A05-NEPA Documents	(Release on August 4)
A06-Project Commitment Record	(Release on August 21)
A07- ROW Maps	(Release on August 4)
A08-Bridge Load Rating Reports	(Release on August 4)
A09-Bridge Inspection Reports	(Release on August 4)
A10-Typical Section Pkg	(Release on August 4)
A11-Pavement Design Pkg	(Release on August 4)

A12-Design Variations	(Release on August 21)
A13- Project Package	(Release on August 21)
A14-Geotechnical Report	(Release on August 4)
A15-Lead-Asbestos Survey	(Release on August 4)
A16-MOAs, MOUs, and Agreements	(Release on August 21)
A17-Utility Coordination	(Release on August 21)
A18-Survey Data	(Release on August 21)

SR78 Project Attachments:

A01-SR78 Technical Provisions	(Release on August 4)
A02-Advertisement	(Release on August 4)
A03-Division I Specs	(Release on August 4)
A04-Division II and III Specs	(Release on August 4)

B. Reference Documents

The following documents are being provided with this RFQ. Except as specifically set forth in the body of this RFQ, 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 RFQ, the Contract Documents or any other document that is connected or related to this Project except as otherwise specifically stated herein. No information contained in these documents shall be construed as a representation of any field condition or any statement of facts upon which the Design-Build Firm can rely upon in performance of this Contract. All information contained in these Reference Documents must be verified by a proper factual investigation. The Proposer agrees that by accepting copies of the documents, any and all claims for damages, time, additional compensation, or any other impacts based on the documents are expressly waived.

The Department may determine that reliance by the Design-Build Firm on certain information included in these Reference Documents is in the Department's best interest.

If before submitting its Request to Continue (RtC) submittal, a Design-Build Firm wishes to rely on a Reference Document, a written request must be made to the Department seeking approval.

Each time a Reference Document, or component thereof, that is requested by the Design-Build Firm to be relied upon, must be specifically approved by the Department and shall be documented in the associated Task Work Order. The Reference Documents below are identified by applicable Segment.

SR31 Project Reference Documents:

R01-Phase 2 Concept Plans, quantities, and CADD	(Release on August 4)
R02-Historical Design and As-Built Plans	(Release on August 4)
R03-Historical Geotech Info	(Release on August 4)
R04-Historical Utility Info	(Release on August 4)
R05-Historical PD&E Info	(Release on August 4)
R06-Adjacent Projects	(Release on August 4)
R07-Draft Permits	(Release on August 4)

SR78 Project Reference Documents:

R01-Historical Design and As-Built Plans
R02-Historical Utility Info
R03-Draft PD&E Info
R04-Adjacent Projects

(Release on August 4)
(Release on August 4)
(Release on August 4)
(Release on August 4)

III. Introduction

A. Project Introduction

The Florida Department of Transportation (Department) has issued this Request for Qualifications (RFQ) to solicit Letters of Response (“Responses”) from Proposers in accordance with Florida Statute 337.11(7) for the design and construction of the S.R. 31 Widening and Wilson Pigott Bridge Replacement Project (FPID 441942-2-52-01) and for S.R. 78 (Bayshore Road) Widening from Park 78 Drive to S.R. 31 (Babcock Ranch Road) Project (FPID 444937-1-52-01). The SR31 Project scope is intended to provide reconstruction and widening of SR 31 from SR 80 to SR 78 to provide a six-lane divided roadway and replace the existing Wilson Pigott Bridge with a high-level fixed bridge over the Caloosahatchee River. The SR78 Project scope is intended to provide a diverging diamond interchange at I-75 and provide a four-lane divided roadway.

The Project will be delivered through a collaborative project delivery method that combines the Driven Collaboration and Innovation (DCI) Phase and Construction Phase under one Contract. The selection of a Design-Build Firm will be based on the qualifications of the Proposers. The Department will evaluate the Proposers consistent with the criteria contained in this RFQ and select the two highest scoring Proposers.

SR 31 Project

After initial selection, the highest scoring Design-Build Firm and the Department will go through a Contracting Period for the SR31 Project prior to executing the Contract. This Contracting Period will consist of the Design-Build Firm doing a complete review of the Project Maximum Price (including the Risk Reserve set by the Department) and submitting a unit price submittal to the Department. The Design-Build Firm will also submit its Optional Design Services and subsequently receive a Design Schedule from the Department. After the review of the Project Maximum Price and the Department’s acceptance of the Design-Build Firm’s unit prices, the Design-Build Firm will either submit a Request to Continue (RtC) to the Department with an associated PGMP (including the Department’s set Risk Reserve) for the Project or the Design-Build Firm will state in writing it does not wish to proceed with the SR 31 Project. The PGMP submitted must be equal to or below the Project Maximum Price. The Design-Build Firm is not allowed to submit an RtC or PGMP with any contingencies. Once appropriately submitted the Department will provide the Contract for execution. The Design-Build Firm shall provide the Department with a payment and performance bond equal to the value of the PGMP. After Contract execution the Project shall commence with the DCI Phase scope of services which is defined in this RFQ. During the DCI Phase, the Design-Build Firm will collaborate and coordinate with the Department, its representatives, and its stakeholders to progress and optimize the design and prepare preliminary designs and project execution documents that meet the scope and goals of the Project. During this phase the Department and the Design-Build Firm will collaboratively come up with Innovations that may be incorporated into the Project. During the DCI Phase the Department and the Design-

Build Firm will discuss the Risk Reserve, and any adjustment to the Risk Reserve will be made at the Department's discretion. The Design-Build Firm will also have an opportunity to update its Optional Design Services. At the end of the DCI Phase the Department will provide the Design-Build Firm a list of Innovations that will be required to be submitted as part of an RtC package along with a Design Schedule based on the submitted Optional Design Services and required innovations. The Design-Build Firm will then submit an RtC package and an associated updated PGMP (including the Risk Reserve and Design Fee set by the Department) for the Project. The Department will then determine whether to accept the new PGMP for the work consistent with the new RtC package or require the Design-Build Firm to build the Project as defined in the initial RFQ and for the original PGMP. The Department will provide its determination in writing to the Design-Build Firm.

SR78 Project

After initial selection, the second highest scoring Design-Build Firm and the Department will enter into a Contract for the SR78 Project and shall commence with the DCI Phase scope of services which is defined in this RFQ. The SR78 Project is currently going through its PD&E phase of development. The DCI Phase will proceed in parallel with the PD&E phase and the Design-Build Firm will collaborate and coordinate with the Department, its representatives, and its stakeholders to progress and optimize the concept design. The Design-Build Firm and the Department will collaboratively come up with Innovations that may be incorporated into the Project during the PD&E phase. During the DCI Phase the Department and the Design-Build Firm will discuss the Risk Reserve, and the Department will establish the value for the Risk Reserve. At the conclusion of the DCI Phase, and upon the SR78 Project receiving its final Environmental Approval, the Department will provide the Design-Build Firm a complete list of Innovations that will be required to be submitted as part of an RtC package. The Design-Build Firm will also submit its Optional Design Services and subsequently receive a Design Schedule from the Department. The Design-Build Firm will then submit its RtC package and an associated PGMP (including the Risk Reserve and Design Fee set by the Department) for the SR78 Project. The Department will concurrently and independently develop a Project Maximum Price for the SR78 Project. Upon receipt of the RtC Package, the Department will compare the Design-Build Firm's PGMP to the PMP and make a determination whether to accept the PGMP for the work consistent with the RtC package. The Department will provide its determination in writing to the Design-Build Firm.

Throughout the Project the Department will utilize an Owner's Engineer of Record (OER) to participate in the DCI phase and deliver final plans for the Project. The Design-Build Firm's engineer shall be referred to as the Contractor's Engineer of Record (CER) and shall be responsible for certain items of the design as defined in this RFQ. The Department's Construction Engineering and Inspection (CEI) firm shall be referenced as the CEI throughout this RFQ. When referenced in the Attachments for the RFQ: (1) references to the EOR shall mean the OER, unless otherwise noted in the RFQ, (2) references to the Contractor's Engineer of Record shall mean the CER, and (3) references to the Engineer shall mean the CEI unless otherwise noted.

The OER retains responsibility for all plans produced and signed and sealed by the OER. The Design-Build Firm retains responsibility for all plans produced and signed and sealed by the CER, or its

subconsultants and/or specialty engineers, as required by this RFQ.

The Department will provide final plans in accordance with this RFQ to the Design-Build Firm for the Project after the determination is made. The Design-Build Firm will then progress to the Construction Phase of the Project where a Task Work Order will be issued. This Task Work Order will be for the Design-Build Firm to Construct the Project. At the Department's discretion, and in collaboration with the Design-Build Firm, the Department may divide the Construction Phase into multiple task Work Orders, depending on the funding of the Project.

1. Overview of the DPDB Process

The Work shall be performed by the Design-Build Firm in two phases: the DCI Phase and the Construction Phase. The completion of the two phases will result in the completion of the Project.

The DCI Phase shall begin upon the Department issuing a NTP following acceptance and execution of the Contract and continue until the deliverables as described in the DCI Phase Section of this RFQ are submitted and accepted by the Department, and the Department determines it intends to move forward with the Construction Phase of the Project.

The Construction Phase shall begin on the issuance of a Task Work Order, and corresponding NTP, to commence the Work required by the Construction Phase described herein. Any Design maintained by the Design -Build Firm shall be completed under a separate Task Work Order that shall coincide with the Construction Phase. The Construction Phase shall begin upon NTP and continue until the end of the term of the Design-Build Agreement.

During the execution of the Contract, there may be several instances where Task Work Orders are issued to allow the Design-Build Firm to do additional Work. No Task Work Order will be issued for this Project unless the Department has the funds encumbered to fund the Work associated with the Task Work Order. The Department, in its sole discretion, may refuse to consider issuance of new Task Work Orders on the Project during the month of June. No claims shall be permitted in relation to this election.

As part of this Contract, the Design-Build Firm shall work collaboratively as a team with the Department, its representatives, and Project stakeholders to maximize the Project scope, value, and quality of the Project.

B. Project Goals

Through a fully collaborative project delivery approach, the Design-Build Firm shall progress, optimize, innovate, deliver, and construct the Project consistent with the Department's goals listed below:

SR 31 Project

1. Complete phases of construction that open the proposed Wilson Pigott Bridge to traffic at the earliest possible date.
2. Maintain the established navigable channel at all times through all phases of construction.
3. Salvage and deliver specified existing Wilson Pigott Bridge movable span elements to FDOT for reuse on the LaBelle Draw Bridge.
4. Demolish the existing Wilson Pigott Bridge in a safe and efficient manner that minimizes disruptions to the traveling public and Caloosahatchee River.
5. Utilize portions of newly constructed facilities as soon as possible to improve traffic operations.
6. Maintain compatibility and coordination with the adjacent ongoing SR 31 project (FPID: 442027-2) and future corridor improvements.
7. Reconstruct the S.R. 31/S.R. 80 intersection to provide a Level of Service C or better in the Design Year 2050.

8. Collaborate with the Department to develop Innovations to improve intersection accessibility and efficiency.
9. Maintain continuous access to all adjacent properties throughout all phases of construction and prioritize minimizing impacts to adjacent businesses, including customer access, deliveries, employee access, and daily operations.
10. Maintain Lee County's existing ITS system and functionality throughout construction and minimize interruptions to the existing fiber optic network.
11. Avoid and minimize impacts to existing utilities and accommodate Utility/Agency Owner's (UAO) utility relocation schedules and plans.
12. Collaborate and coordinate with FDOT's partners and the public.
13. Minimize disruptions to FDOT's partners and the traveling public.
14. Minimize impacts to the surrounding roadway network to the greatest extent practical.
15. Ensure that all NEPA commitments in the Project Commitment Record are met.
16. Work collaboratively as a team with the Department, its representatives, and Project stakeholders to provide a safe transportation system that maximizes the value and quality of the Project.
17. Deliver the Project in alignment with the Department's Mission, Vision, and Values.

SR78 Project

1. Participate in Project Development & Environment (PD&E Study)
2. Complete phases of construction that open the proposed Diverging Diamond Interchange (DDI) to traffic at the earliest possible date.
3. Utilize portions of newly constructed facilities as soon as possible to improve traffic operations.
4. Maintain compatibility and coordination with the adjacent ongoing SR 31 project (FPID: 442027-2) and future corridor improvements.
5. Collaborate with the Department to develop Innovations to improve intersection and interchange accessibility and efficiency.
6. Maintain continuous access to all adjacent properties throughout all phases of construction and prioritize minimizing impacts to adjacent businesses, including customer access, deliveries, employee access, and daily operations.
7. Maintain Lee County's existing ITS system and functionality throughout construction and minimize interruptions to the existing fiber optic network.
8. Avoid and minimize impacts to existing utilities and accommodate Utility/Agency Owner's (UAO) utility relocation schedules and plans.
9. Collaborate and coordinate with FDOT's partners and the public.
10. Minimize disruptions to FDOT's partners and the traveling public.
11. Minimize impacts to the surrounding roadway network to the greatest extent practical.
12. Ensure that all NEPA commitments in the Project Commitment Record are met.
13. Work collaboratively as a team with the Department, its representatives, and Project stakeholders to provide a safe transportation system that maximizes the value and quality of the Project.
14. Deliver the Project in alignment with the Department's Mission, Vision, and Values.

C. Description of Work

The Project scope, at a minimum, consists of the following:

SR 31 Project

1. The proposed roadway improvements include, but are not limited to the following:
 - Reconstruction and widening of approximately 1.4 miles of SR 31 from SR 80 to SR 78 to provide a six-lane divided roadway.
 - Reconstruction of the S.R. 80/S.R. 31 intersection to accommodate high-volume left-turn movements from southbound S.R. 31 to westbound S.R. 80 and from eastbound S.R. 80 to northbound S.R. 31 and improve overall intersection operations.
 - Construction of a continuous Shared Use Path (SUP) along the east side of S.R. 31 through the Project Limits.
 - Construction of a continuous SUP along the west side of S.R. 31 from the S.R. 80 intersection to the West Marina Drive.
 - Maintain or reconstruct the SUP along the north side of S.R. 80.
 - Construction of driveways ...
 - Demolition of existing asphalt connection to the existing Wilson Pigott Bridge constructed as part of the SR 31 project (FPID: 428917-1).
2. The proposed drainage improvements include, but are not limited to the following:
 - Installation of drainage systems or modifications to existing drainage systems that meet the requirements of the FDOT Drainage Manual, South Florida Water Management District (SFWMD) and US Army Corps of Engineers (USACE)/Florida Department of Environmental Protection (FDEP) as applicable.
 - Grading of roadside ditches/swales within the R/W of S.R. 31 and S.R. 80.
 - Construction of Stormwater Management Facilities to serve the ultimate conditions of the S.R. 31 improvements, with all inflow pipes, structures, fencing, swales and other associated appurtenances as shown in the Project Package plans.
3. The proposed structures improvements include, but are not limited to the following:
 - Demolish existing Wilson Pigott Bridge (SR 31) over Caloosahatchee River including existing bridge fender system.
 - Salvage and deliver specified existing Wilson Pigott Bridge movable span elements to FDOT.
 - Construction of the Wilson Pigott Bridge over the Caloosahatchee River.
 - Design and construction of the proposed fender system.
 - Construction of the SR 31 Bridge over Caloosahatchee Relief
 - Construction of the S.R. 80 EB to S.R. 31 NB flyover and the S.R. 31 SB to S.R. 80 WB flyover.
 - Miscellaneous minor structures, including but not limited to, sign supports, signal mast arm supports, ITS structures, and drainage structures.
4. The proposed signing and pavement marking improvements include, but are not limited to the following:
 - Installation of guide signs in accordance with MUTCD
 - Installation of new signing and pavement markings to address the roadway improvements and replacement of any signing and pavement marking impacted by the Project
 - Design and installation of all other signing and marking required for the roadway improvements

5. The proposed lighting improvements include, but are not limited to the following:
 - Installation of new conventional roadway lighting within the Project Limits
 - Replacement of any existing lighting impacted by the Design-Build Firm's work
6. The proposed ITS improvements include, but are not limited to the following:
 - Removal and replacement of existing ITS infrastructure impacted by the Project.
 - Maintenance of Communication for all communication networks and ITS devices within the project limits throughout the project's duration
 - Installation of CCTV coverage to provide 100% coverage of all travel lanes within the project limits
 - Installation of PTMS sites with ITS network connected sites with permanent traffic counters (vehicle speed/classification units) and loops and piezoelectric axle sensors.

SR78 Project

1. The proposed roadway improvements include, but are not limited to the following:
 - Reconstruction and widening of approximately 3.7 miles of SR 78 from Park 78 Drive to SR 31 to provide a four-lane divided roadway.
 - Reconstruction of the I-75/S.R. 78 interchange to implement a DDI Interchange.
 - Construction of a continuous Shared Use Path (SUP) along SR 78 through the project limits.
 - Construction of driveways.
2. The proposed drainage improvements include, but are not limited to the following:
 - Installation of drainage systems or modifications to existing drainage systems that meet the requirements of the FDOT Drainage Manual, South Florida Water Management District (SFWMD) and US Army Corps of Engineers (USACE)/Florida Department of Environmental Protection (FDEP) as applicable.
 - Grading of roadside ditches/swales within the R/W of S.R. 78.
 - Construction of Stormwater Management Facilities to serve the ultimate conditions of the S.R. 78 improvements, with all inflow pipes, structures, fencing, swales and other associated appurtenances as shown in the Project Package plans.
3. The proposed structures improvements include, but are not limited to the following:
 - Existing SR 78 Bridge over Popash Creek modification, widening, or replacement.
 - Existing SR 78 Bridge over Stroud Creek widening, replacement, or new parallel bridge.
 - Miscellaneous minor structures, including but not limited to, sign supports, signal mast arm supports, ITS structures, and drainage structures.
4. The proposed signing and pavement marking improvements include, but are not limited to the following:
 - Installation of guide signs in accordance with MUTCD
 - Installation of new signing and pavement markings to address the roadway improvements and replacement of any signing and pavement marking impacted by the Project

- Design and installation of all other signing and marking required for the roadway improvements
5. The proposed lighting improvements include, but are not limited to the following:
 - Installation of new conventional roadway lighting within the Project Limits
 - Replacement of any existing lighting impacted by the Design-Build Firm's work
 6. The proposed ITS improvements include, but are not limited to the following:
 - Removal and replacement of existing ITS infrastructure impacted by the Project.
 - Maintenance of Communication for all communication networks and ITS devices within the project limits throughout the project's duration
 - Wrong way vehicle detection systems for the I-75 interchange exit ramps.
 - Installation of CCTV coverage to provide 100% coverage of all travel lanes within the project limits
 - Installation of PTMS sites with ITS network connected sites with permanent traffic counters (vehicle speed/classification units) and loops and piezoelectric axle sensors.

IV. Procurement

A. Schedule of Events

The following table shows 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. 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 date and time stated shall cause a Proposer to be held non-responsive.

Date	Event
08/04/2026	Advertisement
08/10/2026	Last day for Bid Questions and Answers (Q&A) requests, at 5:00pm.
08/17/2026	Deadline for Letters of Response expressing statements of qualifications delivered electronically to the D1.DesignBuild@dot.state.fl.us mailbox by 10:00 am local time.
08/17/2026	Contracting Unit reviews Letters of Response to confirm the Proposer's prequalification, responsiveness to RFQ, Proposer's ability to self-perform in specific work classes, proof of ability to obtain the required payment and performance bond, and Proposer's ability to not exceed the Design-Build Firm's maximum capacity rating.
08/17/2026	Contracting Unit provides responsive list to Agency Head Designee, 2:00 pm.
08/20/2026	Public Meeting to review and confirm responsive Proposer list, at 4:00 pm.
08/20/2026	Posting Date of List of Qualified and Responsive Design-Build Firms, at 5:00 pm.
08/31/2026	Public Meeting to review and confirm LOR evaluations, at 4:00 pm.
08/31/2026	Posting Date of LOR evaluations, at 5:00 pm.
09/08/2026	Proposer's response due to elect to participate in interviews.

09/14/2026	Interviews with Qualified and Responsive Design-Build Firms that elected to participate.
09/25/2026	Technical Review Committee submit evaluation scores due to Contracting Unit.
09/25/2026	Contracting Unit provides qualification-based evaluation scores to Agency Head Designee to review and confirm scores
09/25/2026	Public Meeting Date to review and confirm evaluation scores and determine intended award (selection) of Design-Build Firm by 2:00 pm local time. Posting of Evaluation Scores and intended award will happen after the meeting.
09/25/2026	Final Selection Posting Date
09/28/2026	Contracting Period Start (SR31 Project)
10/26/2026	Contracting Period End (SR31 Project)
10/26/2026	Anticipated Execution Date for the Contract (SR31 Project and SR78 Project)

B. Threshold Requirements

1. Qualifications

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

Proposer shall be evaluated on their capacity to perform 219,000,000 of work.

2. 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 Response.

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.

3. Protest Rights

Any person who is adversely affected by the specifications contained in this RFQ must file a notice of intent (NOI) to protest in writing within seventy-two hours of the posting of this RFQ. Pursuant to Section 120.57(3) and Rule Chapter 28-110, F.A.C., any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within 10 days after the filing of the notice of protest. The formal written protest shall be filed within 10 days after the date of the notice of protest if filed. The person filing the Protest must send the NOI 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.

4. Non-Responsive Letters of Response

Letter of Response submittals to this RFQ (“Responses”) found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines, responses materially inconsistent with the Driven Phased Design-Build approach outlined in this RFQ, and improper and/or undated signatures.

Other conditions which may cause rejection of responses include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one response 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 responses wherein the same Engineer is identified in more than one response), 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) excluded parties list.

Letters of Response shall not include, and the Department will not give consideration to tentative or qualified commitments in the responses. 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.

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

5. Waiver of Irregularities

The Department, in its sole discretion, shall have the right to waive minor informalities or irregularities in Letters of Response 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 by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design exhibits that are part of a Letter of Response shall be deemed preliminary only.
2. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria, notwithstanding that the Letter of Response may have been based on a variation from the Design and Construction Criteria.
3. The Proposer shall obtain any necessary permits or permit modifications not already provided by the Department.

6. Department’s Responsibilities

This RFQ does not commit the Department to undertake studies, respond to the Proposers, nor to procure or contract for any articles, materials, or services.

C. Letter of Response Requirements

Each Proposer desiring to be considered for this Project is required to submit a Letter of Response demonstrating their qualifications and approach to perform the required scope of work, responsibilities, requirements, and approach to deliver the Project. The Letter of Response shall include sufficient information to enable the Department to evaluate the capability of the Proposer to provide the desired services.

1. Submittal Requirements

A Letter of Response will not be accepted by the Department after the due date and time listed on the advertisement in this RFQ.

The Letter of Response shall be submitted electronically in PDF format with the information, paper size and page limitation requirements as listed. The Letter of Response shall consist of three Sections. Each section shall be submitted as individual PDFs. The Letter of Response shall be evaluated in its totality.

No macros will be allowed. The minimum font size shall be 10 points, with the exception of graphics where the minimum font size shall be 8 points. A bold or italicized font may be used provided it complies with the aforementioned requirements for font type and size.

Submit the Letter of Response (LOR) package electronically in PDF format:

Email LOR Package to: D1.designbuild@dot.state.fl.us

Attn: Don Naylor,

District Contracts Administrator

Phone: 863-519-2629

The total combined file size of the three PDFs for Sections 1, 2, and 3, shall not exceed 20MB. The name of each file shall be in the following format: **Project1-“NAMEofDesign-Build Firm”- LORSection “(1,2 or3)”** Example: [Project1-AcmeConstruction-LORSection1].

General requirements for Section 1 are:

- Page size: 8½" x 11".
- The maximum number of pages for Section 1 shall be five (5), single-sided, typed pages including text, graphics, tables, charts, and photographs.
- Section 1 shall be submitted as a single PDF document.

General requirements for Section 2 are:

- A single 11"x17" organizational chart is allowed to be submitted. For the organizational chart the font size shall be no smaller than 8 points.
- Resumes for Chief Personnel and Key Personnel shall be limited to 2 pages per resume (8 ½" x 11"). Resumes for the Chief Personnel and Key Personnel listed in Section IV.C are required. Additional resumes for other key personnel are allowed. No more than fifteen (15) total resumes are permitted to be submitted.
- Section 2 shall be submitted as a single PDF document.

General requirements for Section 3 are:

- The Design-Build Firm shall provide an affidavit from a surety/bonding company that certifies the Design-Build Firm has the financial means and capacity to provide the Department with a payment and performance bond for the face amount of \$225,000,00 for the SR31 Project. (An executed bond shall be provided upon Contract execution for the PGMP amount on the form provided by the Department.)
- Section 3 shall be submitted as a single PDF document

Criteria of the LOR that shall serve as a basis of the evaluation:

- Qualifications and Similar Experience
 - Describe the qualifications and organization of the Proposer including teaming arrangements, structure, key leadership personnel, discipline leads, staff, roles/responsibilities, and location. Identify field staff and office staff on comparable scope

- of work and delivery method.
 - Describe Proposer's similar experience in accelerated projects with limited durations, grade-separated intersections, and high-level bridges over navigable waterways. Describe experience with large scale alternative delivery projects or programs that are similar in size and scope. Include and describe examples of similar work/projects, status of work, and references.
- Organization and Resource Approach
 - Provide evidence of the Proposer's capacity and ability to self-perform a minimum of 30% of the Project. Describe approach to self-performed work and subcontracting.
 - Describe the level of commitment made by the members of the Proposers team and the team members ability to make this Project their only or highest priority.
 - Describe the Proposer's ability to increase the size of their workforce, either through planned hires or relocation of existing personnel.
- Safety Approach
 - Describe the Proposer's general approach to improving safety for the traveling public and field staff on all work, especially accelerated work. Report the Proposer's safety history pertaining to fatalities, TRIR, DART, and EMR.

Criteria of the Interview that shall serve as a basis of the evaluation:

- Collaboration Approach
 - Describe the Proposer's approach to develop a culture of collaboration with the Department, its representatives, Project stakeholders, and its own team including subcontractors and trades during all phases of the Project. The collaboration approach should address Project communications; understanding of, and outreach approach for stakeholder needs.
- Innovation Approach
 - Describe the Proposer's approach to developing, evaluating, and presenting innovations that improve the Project. Include relevant examples from projects listed in the Qualifications sections. This should be limited to a discussion about approach to innovation or examples from other projects; potential innovations specific to this Project should not be included and will be given no consideration.
- Risk Management and Project Controls Approach
 - Describe the Proposer's approach to cost control, transparency, schedule management, budget management, construction phasing, design quality management, and construction quality management during all phases of the Project.
 - Describe the Proposer's understanding of the key project risks and approach to identifying, monitoring, mitigating, and managing risks during all phases of the Project, including the use of contingency, risk sharing, and shared savings.

2. Responsiveness Check

The Department will validate that the Proposer has submitted a responsive LOR. The Letter must comply with all of the requirements of the RFQ, include Section 1, Section 2, and Section 3 in the proper form, and be prequalified in all required areas of work. In addition, the Department will use its standard processes to determine whether the Proposer has sufficient capacity to perform \$225,000,000 of work. The Department will post the responsiveness decision as required by this RFQ.

D. Interview Format

The Department will conduct Interviews with each qualified and responsive Proposer. The Proposer is permitted to have no more than fifteen (15) persons in attendance of the Interview. The Interview duration will be 1.5 hours long. The Department reserves the right to ask other questions of the Proposer in addition to those provided. The Proposer is not permitted to ask questions of the Department and is not permitted to discuss either the SR31 Project or the SR78 Project during the interview. The Proposer is allowed to use the two blank flip charts that will be provided to assist in illustrating the Proposer's responses during the Interview. No pre-prepared visual aids are allowed (everything must be hand drawn live in the interview). Procurement will discard the flip chart pages at the completion of the Interview. Flip charts and/or white board illustrations will not be given to the TRC for evaluation after the Interview. No presentation materials or handouts will be permitted to be shown or provided during the Interview. The Department will have a copy of the Proposer's submittal available for reference during the Interview.

E. Evaluation Criteria

The Department shall conduct an evaluation of the Letter of Response and the Interview. An overall score for each Proposer will be made by each TRC member based on the following criteria:

Letter of Response:

Item	Value
Qualifications and Similar Experience	20
Organization and Resource Approach	20
Safety Approach	10
Maximum Score	50

Interview:

Item	Value
Collaboration Approach	15
Innovation Approach	25
Risk Management and Project Controls Approach	10
Maximum Score	50

1. Final Selection Formula

Each TRC member's score for a Proposer's LOR shall be summed with its score for the interview, for a maximum score of 100. The total score of each TRC member shall be summed with all of the other TRC member scores resulting in a number ranging from 0 to 300.

Any Proposer that chooses to not proceed to the interview shall not have a total score calculated.

The Department reserves the right to consider any response as non-responsive if any part of the Letter of Response does not meet the criteria established in this RFQ.

2. Final Selection Process

After the evaluation scores are received from the Technical Review Committee, the Department's contracting unit will open the scores and provide them to the Agency Head Designee to review. The scores provided to the Agency Head Designee shall be the scores from each Technical Review Committee member and a form showing the summed scores for each Proposer. After the scores have been received by the Agency Head Designee, a public meeting will be held to review the evaluation of the Technical Review Committee of each Proposer and for the Agency Head Designee to make a final determination of the two highest scores which shall determine the intended selection of the Proposers. The Agency Head Designee has the right to correct any errors in the evaluation and selection process that may have been made.

After the Agency Head Designee determines that the Technical Review Committee's scores are correct, the Agency Head Designee shall hold that any Proposer that scored less than 240 is not eligible to be awarded a contract.

The Department is not obligated to award a Contract and the Agency Head Designee may decide to reject all responses. If the Agency Head Designee decides not to reject all responses, a Contract will be awarded to the Proposer determined by the Agency Head Designee to have the highest score and to the Proposer determined to have the second highest score. In the event of a tie, between two or more firms, the Agency Head Designee may award to any of the tied firms or may take any other action deemed appropriate for the procurement in the Agency Head Designee's sole discretion.

The Department will proceed to a Contracting Period with the highest scoring Proposer for the SR 31 Project. Upon successful completion of the Contracting Period, the Department will enter into a Contract with that Proposer for the services, obligations, basis of payment, and performance of work described in this RFQ. If the Department and the Proposer are unable to complete the requirements of the Contracting Period, the Department, at its sole discretion, shall have the right to enter into a Contracting Period with the second highest scoring Proposer. The Department may continue this process, with each subsequently highest scoring Proposer, if the Contracting Period and an agreement with the previous Proposer are not achieved. The Department may also elect not to continue the process and cancel this procurement, without hindering any future ability to initiate a new procurement for the same Work, at its sole discretion. After the Contract for SR31 has been executed, the Department will then provide the second highest scoring Proposer (or next highest scoring Proposer if the Contracting Period proceeded with multiple Proposers as described herein) the SR78 Contract for execution.

3. Contracting Period

During the Contracting Period, the Proposer shall have the opportunity to review the quantities associated with the Project Package for the SR31 Project. The Proposer shall provide the Department with unit costs for each item listed in the plans, on a form and manner as required by the Department. The Proposer also may, in its discretion, provide notice of any errors it recognizes in the plans provided. If an error is found the Department reserves the right to modify the affected Attachments, and the resultant Project Maximum Price of the Project. Absent of notification of an error, there is no option to dispute the Project Maximum Price. The Proposer will be permitted to submit its Optional Design Services to the Department. The Department will then update its Design Schedule to be consistent with the Optional Design Services selected. Once the Proposer has provided the unit cost document and has stipulated there are no known errors in the plans, the Proposer may either submit an RtC and associated PGMP and ask for a Contract to be provided for execution or may state to the Department it would prefer to withdraw its intent to seek execution of a Contract for the Project. The PGMP must be lower than the Project Maximum Price.

V. Key Provisions

Capitalized terms not defined in this Request for Qualifications (RFQ) utilize the definitions found in the Florida Department of Transportation Division I Design-Build Specifications. Unless otherwise noted, “days” shall refer to calendar days throughout this RFQ, and “workdays” shall mean calendar days, excluding Saturdays, Sundays, and FDOT recognized Holidays.

A. Definitions

Terms contained in this RFQ shall have the meanings set forth in the RFQ. If a word is not defined in the RFQ or a definition is not modified in this RFQ, it shall have the meaning as set forth in the Attachments (specifically the Division I Design-Build Specifications). The following terms, when used in the RFQ, have the meaning described below:

Construction Phase. The portion of the Project in which the Work is delivered through one or multiple Task Work Orders that authorize Construction Work according to the Contract Documents.

Construction Work. All labor, materials, equipment, incidentals, and services required to complete the requirements of the Contract Documents and scope of work described within a Task Work Order. Construction Work does not include final design or post-design services.

Contract Documents. Includes Advertisement, all Terms and Conditions negotiated for the Contract, the Request for Qualifications, the Design Build Firm’s Letter of Response, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Design Liability Insurance, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, written statements or transcripts or minutes of oral representation by the Design-Build Firm made at oral presentations, or other information mailed or otherwise transmitted to the prospective Proposers prior to the receipt of Letters of Response, and Task Work Orders, and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract. As used in Section 2 of the Design-Build Specifications only, “Contract Documents” does not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

Contractor’s Design Mark-up. Management fee that may be applied (at the Design-Build Firm’s discretion) to compensate the Design-Build Firm for all oversight, profit, and home office overhead costs, and applied as a percentage to the DCI Phase of the work. The Contractor’s Design Mark-up is only applicable to the DCI phase, and not applicable to other phases of work. Under no circumstances will applying the Contractor’s Design Mark-up all Design-Build Firm to exceed the limiting amount of the DCI Phase.

Design Multiplier. Multiplier applied to certified actual hourly rates of the Designer calculated as follows:

[(100% plus Designer’s current approved Home Audited Overhead Rate Percentage) multiplied by 1.12]

If the approved Home Audit Overhead Rate Percentage is above 200%, it is considered 200% for this calculation.

This is to compensate the Design-Build Firm for their labor burden, such as insurance, taxes, employee benefits, and all expenses that relate directly to a Designer employee during the DCI Phase. Overall expenses that relate directly to a Designer employee may include but not be limited to personal vehicle expenses, personal equipment such computer/phone/tablet, employee per-diem, home office overhead, and profit.

Driven Collaboration and Innovation (DCI) Phase. The portion of time, services, and work prior to the authorization of the Construction Phase that includes collaboration with the Department, its representatives, and its stakeholders to progress, refine, and optimize the design and to plan, schedule, and develop costs for construction of the Project. The DCI Phase includes the preparation of and submittal of Innovations in collaboration with the Department and submittal of the Phasing Plan and other documents as required by the Contract Documents. This work will be authorized with a notice to proceed (NTP) at initial Contract execution.

Driven Phased Design-Build (DPDB). As authorized by Section 337.11(7), F.S., a Design-Build delivery method that allows the Department to combine the design and construction phases of a fully funded project in the work program into a single contract in which the Design-Build Firm is selected based on qualifications in the early stages of a project then collaborates with the owner to develop the design as part of a step-by-step progression. A Driven Phased Design-Build project includes the DCI Phase and the Construction Phase.

Final Configuration Milestone (FCM). An Attachment to the RFQ that describes a specific level of completeness of the Work on the Project. The FCM is utilized by the Department to determine if the criteria required to receive the FCM Incentive-Disincentive bonus has been met.

Final Configuration Milestone Date (FCM Date). The date calculated by adding the number of days in the FCM Duration to the NTP date of the Design Phase Task Work Order after the DCI Phase and a Design-Build Firm is determined to move forward with the Work. Once established, this date is not subject to adjustment for any reason with the exception of Force Majeure. The determination of whether an event is Force Majeure is at the sole discretion of the Department.

Final Configuration Milestone Duration (FCM Duration). The number of days submitted with a Design-Build Firm's PGMP Submission establishing the time in which the Design-Build Firm commits to completing the Work associated with the FCM.

Optional Design Services. The selection made by the Design-Build Firm concerning which portions of Design it wishes to retain. This selection is in addition to any obligation for the Design-Build Firm to design elements of the Work already included in the RFQ. This selection will be made in the manner prescribed by the Department.

Phasing Plan. A document demonstrating an overall plan, strategy, and timeline for developing plans and constructing the Project in divided components of work, in accordance with available funding, with critical activities identified for review and authorization of work.

Project Guaranteed Maximum Price (PGMP). A fixed maximum price for the entirety of the Work included for the Project for the Construction Phase. The PGMP serves as the maximum amount the Department is obligated to compensate the Design-Build Firm for the Project after the DCI Phase, and shall include all costs and risks associated with the Work. Excluding Force Majeure claims, no claim of any kind can be made for compensation greater than the amount of the PGMP.

Project Maximum Price. The initial established amount to construct the Project, inclusive of all costs. It shall include all Design Costs to be borne by the Design-Build Firm, the complete Construction Costs, the initial Risk Reserve, and all applicable indirect costs.

Proposer. An individual, firm, corporation, company, or joint venture submitting a Letter of Response stating their qualifications to perform the Work.

Request for Qualifications (RFQ). This package and document, its associated Attachments, and forms provided to the engineering and contracting industry that defines the scope of work, the procurement process, and the responsibilities of the Design-Build Firm and establishes the foundation for the Contract between the Design-Build Firm and the Department.

Request to Continue (RtC) Package Submission. The package submitted by the Design-Build Firm

requesting that the Department continue with the Project. There is an RtC Package at the end of the Contracting Period, and a subsequent RtC Package at the end of the DCI Phase.

Risk Register. A document identifying project risks, probabilities, risk mitigation strategies, cost impacts, schedule impacts, and ownership of the risk.

Risk Reserve. The aggregate amount of funding made part of the PGMP for identified and accepted project risks.

Task Work Order. Letter or work order issued by the Department authorizing the Design-Build Firm to commence work on a specific task in accordance with the Contract.

B. Clarifications of Attachments and Governing Regulations for DPDB

Attachments and Governing Regulations referenced herein that are published by the Department may reference terminology that is not directly applicable to the DPDB delivery method. The following terms are being clarified for interpretation and application of Attachments and Governing Regulations. The following definitions shall have priority over definitions found in other Attachments to this RFQ. In no case, however, shall the Design-Build Firm be relieved of its duty to design and construct the Project in accordance with the Governing Regulations and the Design and Construction Criteria contained herein without approval by the Department and documentation of the approved deviation in a Task Work Order. Deviations from the Governing Regulations and the Design and Construction Criteria contained herein may include but are not limited to a Design Exception, Design Variation or other modification of these requirements through written approval by the Department. If a provision contained in the Attachments and Governing Regulations is claimed to be ambiguous or unclear as to its applicability to the Project, the Department shall have the right to determine in its sole discretion how such ambiguity is resolved.

Bid Proposal. Refers to the PGMP.

Design-Build Firm. The individual, firm, corporation, company, or joint venture contracting with the Department to perform services and work to deliver this Project using the DPDB delivery approach with the Department for the DCI Phase and the Construction Phase. The word “Contractor” is also deemed to include the Design-Build Firm contracting with the Department for performance of Work, including all engineering services, construction, and furnishing of materials. If the Design-Build Firm is made up of multiple firms, either through a joint venture or other mechanism to act as one entity, when the Contract Documents preclude the Design-Build Firm from taking an action, it also would preclude the members of a joint venture from taking the same action in an individual capacity. Members of the Design-Build Firm may not act as individual separate entities in order to accomplish something that the Design-Build Firm is not permitted to do.

Proposal. Refers to a complete RtC package prepared by the Design-Build Firm and presented to the Department.

Request for Proposal. Refers to this RFQ including all Attachments. It does not include the reference documents.

Technical Proposal. Refers to the scope of improvements, inclusive of plans, specifications, and special provisions, submitted as part of the RtC.

1. Requirements for Work and Governing Order of Documents

If the Department issues a Department-wide or District-wide change to ongoing projects via mechanisms including but not limited to, District Construction Engineer memoranda and modifications to Specifications, such changes will apply to this Project at the sole discretion of the Department. For changes that require no cost to be incurred by the Design-Build Firm, no adjustment to the PGMP shall be made. If the implementation of the Department-wide change requires additional cost and the Department decides to implement the change on this Contract, the Department shall increase one or more Task Work Orders to

cover such costs, and adjust the PGMP accordingly.

All Terms and Conditions negotiated for the Contract, the RFQ, the Design-Build Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. In addition to the work and materials specifically called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the Plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the Work is assumed to be included in the PGMP.

In cases of discrepancy, the governing order of the documents is as follows:

1. Approved Innovations that are made part of the RtC Package
2. Request for Qualifications
3. Special Provisions
4. Technical Special Provisions
5. Plans
6. Standard Plans
7. Developmental Specifications
8. Supplemental Specifications
9. Design-Build Specifications

Computed dimensions govern over scaled dimensions.

2. Governing Regulations

The services performed by the Design-Build Firm in the DCI and Construction Phases shall be in compliance with all applicable Specifications, 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 Specifications, 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. The Design-Build Firm shall use the 11th Edition of the MUTCD. It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary specifications, manuals and guidelines that apply to the work required to complete this Project. The Department may, in its sole discretion, allow or require the use of more current versions of any of these governing regulations on any Task Work Order entered into on this Project. The decision to use a more current version of a governing regulation shall be documented in the Task Work Order with specifics as to what governing regulation applies. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Design Manual (FDM)
<http://www.fdot.gov/roadway/FDM/>
2. Florida Department of Transportation Specifications Package Preparation Procedure 630-010-005
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/guidance/630-010-005.pdf?sfvrsn=10077d67_1
3. Florida Department of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)

<http://www.fdot.gov/roadway/FDM/>

5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
6. Florida Department of Transportation Surveying Procedure 550-030-101
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/geospatial/documentsandpubs/surveyingandmappingprocedure.pdf?sfvrsn=2e232d76_7
7. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
https://www.fdot.gov/docs/default-source/geospatial/documentsandpubs/Efb_Users_Handbook.pdf
8. Florida Department of Transportation Drainage Manuals
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
9. Florida Department of Transportation Soils and Foundations Handbook
<https://www.fdot.gov/geotechnical/publications.shtm>
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/caddmanualfdm/fdotconnectc3d.shtm>
12. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
13. MUTCD – 11th Edition
<http://mutcd.fhwa.dot.gov/>
14. Safe Mobility for Life Program Policy Statement 000-750-001
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/traffic/trafficservices/pdfs/000-750-0019ffbe5bfc4ed4469941b23c0ddfbe7d9.pdf?sfvrsn=7816a10f_0
15. Traffic Engineering and Operations Safe Mobility for Life Program
<https://www.fdot.gov/traffic/trafficservices/safemobilityforlife.shtm>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://pdl.fdot.gov/api/procedures/downloadProcedure/625-020-015>
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
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/materials/administration/resources/library/publications/materialsmanual/document/s/v1-section32-clean.pdf?sfvrsn=fbc554d8_2

19. Florida Department of Transportation Design Bulletins and Update Memos
[Office of Design Bulletins/Memorandums \(fdot.gov\)](https://www.fdot.gov/designbulletins/memorandums)
20. Florida Department of Transportation Utility Accommodation Manual
<https://www.fdot.gov/programmanagement/utilities/default.shtm>
21. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
22. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual
<https://www.fdot.gov/traffic/trafficservices/trafficstudies.shtm/traffic-engineering-manual>
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).
https://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?id=151&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 Multimodal Access Management Guidebook
<https://www.fdot.gov/planning/systems/systems-management/access-management>
34. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
35. Florida Statutes

<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

36. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>
37. Florida Interchange Access Request Users Guide
<https://www.fdot.gov/planning/systems/systems-management/systems-management-documents>
38. Developmental Specifications
<https://www.fdot.gov/specifications/developmental-specifications>
39. Florida Administrative Code, Chapter 14.51 (Florida's Highway Guide Sign Program)
<https://www.fdot.gov/traffic/trafficservices/faq-signing.shtm>
40. Florida Department of Environmental Protection (FDEP)
<https://floridadep.gov/southeast/se-permitting>
41. Florida Department of Transportation Maintenance Rating Program (MRP) Handbook
<https://www.fdot.gov/maintenance/divisions.shtm/roadway/mainratingprogram.shtm>
42. Construction Project Administration Manual CPAM – Procedure 700-000-000
[Construction Project Administration Manual \(fdot.gov\)](#)

C. Chief Personnel and Key Personnel Obligations

The Design-Build Firm's work shall be performed and directed by the Chief Personnel and Key Personnel identified in the Project Personnel Submission by the Design-Build Firm. Each role identified for the Chief Personnel and Key Personnel must be held by unique individuals and in the event a change in Chief Personnel or Key Personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed Chief Personnel or Key Personnel and include the reason for the proposed change. The proposed substituted Chief Personnel or Key Personnel must meet the requirements for the relevant position and must have comparable experience to the Chief Personnel or Key Personnel they are replacing. For Chief Personnel or Key Personnel not listed in the Project Personnel Submission, the proposed substituted personnel must have similar experience as the person they are replacing.

Any proposed change to Chief Personnel or Key Personnel shall be subject to review and approval by the Department. The Department shall have sole discretion in determining whether or not the proposed substitutions in Chief Personnel or Key Personnel are comparable to the Chief Personnel or Key Personnel identified in the Project Personnel Submission and whether the proposed personnel meet the requirements included in the Table in this Section. When allowing substitutions for the Chief Personnel or Key Personnel positions, the Department in its sole discretion, will determine if the substitution is in good faith and at no fault of the Design-Build Firm or alternatively based solely on a business decision of the Design-Build Firm. The Design-Build Firm shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455.

Chief Personnel must include the following positions and minimum requirements:

List of Chief Personnel

Chief Personnel Position	Chief Personnel Descriptions and Expectations
Chief of Acceleration	The Chief of Acceleration shall be responsible for allocating and managing the appropriate type and level of resources to sufficiently progress through the DCI Phase and has the authority to direct the team and set priorities. The Chief of Acceleration will manage the schedule and pace that is required to maximize the effectiveness and value of the DCI Phase. They will also develop and implement delivery strategies to be highly efficient, reduce costs, and deliver faster results to project users. The Chief of Acceleration is expected to be fully engaged during the DCI Phase.
Chief of Innovation	The Chief of Innovation shall be responsible for leading, managing, and developing all proposed innovations during the DCI Phase and has the expertise and capability to demonstrate all aspects that should be taken into consideration during the Department's evaluation of each innovation. The Chief of Innovation is also charged with pushing their team to deliver improved ideas, new innovations, and reduce costs for the project. The Chief of Innovation is expected to be fully engaged during the DCI Phase.
Chief of Collaboration	The Chief of Collaboration shall be responsible for establishing and consistently maintaining a highly collaborative approach during the DCI Phase that creates an environment that effectively engages the Department and welcomes contributing ideas and input that improves the value of any proposed innovations. The Chief of Collaboration is also responsible for setting the tone in the room and leading their team by example. They will direct and lead their DCI team to collaborate in a sincere and meaningful way, influencing every interaction and proposed solution through the tools of collaboration. The Chief of Collaboration is expected to be fully engaged during the DCI Phase.

List of Key Personnel

Key Personnel Position	Minimum Qualifications and Experience
Project Manager	The Project Manager (PM) must possess a minimum of 12 years of experience, including a minimum of five years of design-build experience, in construction and management of design and construction on highway projects that included work of a similar scope, nature, and complexity as required for the Project. The PM is designated as the Department's point of contact throughout the Project and must be delegated with the authority to make decisions affecting any aspect of the Project. Professional Engineer preferred.
Construction Manager	The Construction Manager (CM) must possess a minimum of 12 years of experience, including a minimum of five years of design-build experience, in construction and management of construction on highway projects with similar scope, nature, and complexity as required for the Project. The CM experience should include an emphasis on design-build construction and experience with interstate highways, interstate bridges, and bridges over navigable waterways.

Project Controls Manager	The Project Controls Manager (PCM) must possess a minimum of 10 years of experience in project controls, estimating, and scheduling of transportation projects using Primavera software, including at least three years on design-build projects of a similar scope, nature, and complexity as this Project.
Design Manager	Must be a Professional Engineer. The Design Manager (DM) must possess a minimum of 15 years of experience in managing design for multidisciplinary highway projects with similar scope, nature, and complexity as required for the Project. The DM experience should include an emphasis on design experience in the design-build context and experience with interstate highways and interstate bridges.
Roadway/Temporary Traffic Control Design Manager	Must be a Professional Engineer with a valid Advanced Temporary Traffic Control Certification in accordance with Chapter 10 of the FDOT Construction Training Qualification Manual (CTQM). The Roadway/Temporary Traffic Control Design Manager must possess a minimum of 10 years of experience in roadway design and temporary traffic control design of highway projects that include work of a similar scope, nature, and complexity as this Project.
Structures Design Manager	Must be a Professional Engineer. The Structures Design Engineer must possess a minimum of 10 years of experience in highway bridge design including steel and concrete superstructures, continuous multi-span bridges, curved bridges, and bridges over navigable waterways that include work of a similar scope, nature, and complexity as this Project.
Utility Coordination/Design Manager	The Utility Coordination/Design Manager (UCDM) must possess a minimum of 10 years of experience performing utility coordination for projects with similar scope, nature, and complexity as this Project. The experience should include an emphasis on experience in the design-build context, knowledge of the Department plans production process and utility coordination practices, and knowledge of Department agreements, standards, policies, and procedures.

D. Contract Duration

The Department has established a maximum contract duration for the SR31 Project, to be no greater than 1100 days following the execution of the Construction Phase Task Work Order (if the Department elects to issue multiple Construction Phase Task Work Orders, the execution of the first one is the date that is applicable to this provision). The Contract Duration, will be set based on the contract duration submitted in the Design-Build Firm's RtC Package, which must be equal to or less than the Department's maximum contract duration. The Department and the Design-Build firm may agree to modify this duration. Such modification must be documented in writing and must be acknowledge and agreed to by both the Department and the Design-Build Firm.

The Contract Duration for the SR78 Project will be established during its DCI Phase.

E. Department's Availability of Funds

The Design-Build Firm shall align commitment/start of work on the Construction Phase for the Project to not exceed the Department's programmed funds, which are subject to change and contingent upon appropriation. If the Department has funds in multiple years, it may choose to issue multiple Task Work

Orders for the Construction Phase. These Task Work Orders shall sum to the amount of the PGMP. These amounts are for the Design-Build Firms use in aligning work and do not represent a commitment of funds other than the \$1,500,000 currently available for the DCI Phase that will be made available upon execution of agreement (both SR31 Project and SR78 Project have the same amount committed for the DCI Phase). Amounts may be increased if available and at the Department's sole discretion:

Project Maximum Price

SR31 PROJECT:

\$223,500,000 (inclusive of Risk Reserve value of \$20,000,000, \$2,500,000 for Required Design Services, and \$6,000,000 for Optional Design Services)

(The PMP for the SR78 Project will be provided during its DCI Phase. The estimated cost of SR78 is \$100,000,000.)

F. The Department's Rights

By entering into the Contract with the Design-Build Firm, the Department is not obligated to authorize Construction Work on any component of the Project. If the Department, in its sole discretion, determines that the parties, after good faith negotiations, are unable or unwilling to agree upon any Task Work Order, then the Department may, at its election, take one or more of the following actions:

- Take any other action allowed under the terms of the Contract.
- Issue a notice to the Design-Build Firm that the Department intends to terminate the agreement and seek resolution in accordance to the Payment and Performance Bond.

The Department's decision on issuing a Task Work Order does not modify any other portion of the Contract without written agreement of the parties.

G. Project Schedule

The Design-Build Firm shall submit a Master Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications), for the Project during the Construction Phase and update it monthly.

The Master Schedule shall incorporate the Design Schedule jointly developed by the OER and DBF during the DCI Phase.

The minimum number of activities included in the Master Schedule shall be those listed in the Schedule of Values and those listed below and shall meet the requirements of Subarticle 8-3.2 Design-Build Division I Specifications.

These minimums shall be provided by Design-Build Firm:

- Anticipated Award Date
- Kickoff meeting with the Department's Independent Review consultant
- Utility Coordination and Relocation(s)
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Materials Quality Tracking
- Geotechnical Investigation
- Pile Settlement and Monitoring Plan
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization

- Embankment/Excavation
- Permit Submittals
- Permit Acquisition
- Foundation Construction
- Substructure Construction
- Superstructure Construction
- Walls Construction
- Roadway Construction
- Signing and Pavement Marking Construction
- Signalization Construction
- Maintenance of Communication Design
- Intelligent Transportation System Construction
- Intelligent Transportation System Testing
- Temporary Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- As-Built Preparation and Review Coordination
- Holidays and Special Events (shown as non-workdays)
- Milestones associated with Contract Bonuses
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

The Master Schedule shall include cost loading for each offsite fabrication or construction activity. The cost loading shall be consistent with the schedule of values breakdown. In addition, each construction activity shall include task code(s) that convey the type and number of assigned resources. The monthly Master Schedule update and associated narrative shall include a workload distribution report and analysis of resource utilization, including any adjustments, necessary to meet Construction Milestones.

H. Liquidated Damages

The Design-Build Firm will include the Contract Duration for the Project as part of its RtC Submission. The submitted RtC Contract Duration may not exceed the Department's maximum contract duration. The final completion date for the Project and Contract Time will be established based on this Contract Duration and will be subject to delay adjustments following the Design-Build Specifications (i.e., requiring Department approval). Liquidated Damages, as defined in the Design-Build Specifications, will begin to accrue after Contract Time has been exceeded. The Liquidated Damage formula, contained in the Design-Build Specifications, shall be applicable to the whole Project and shall be calculated on the accepted PGMP submitted as part of the RtC package.

I. Contract Bonuses

The Department has established the following FCM Incentive-Disincentive bonus on the SR31 Project. This bonus is calculated based on the FCM Duration submitted to the Department at the PGMP. Once the Design-Build Firm has been determined to move forward, the submitted FCM Duration is compared to the following chart to determine the value of the FCM Incentive-Disincentive bonus. For the purposes of the FCM Incentive-Disincentive bonus the Project per day value has been set at \$25,000.

Category	% Contract Duration savings	FCM Duration	% of Daily Value earned	Days Saved
A	0<10%	1100 to 991	0% (\$0)	0-109
B	10%<20%	990 to 881	75% (\$18,750)	110-219
C	20%<30%	880 to 771	90% (\$22,500)	220-329
D	30% or greater	770 or lower	100% (\$25,000)	330 or more

Incentive

Upon completion and acceptance of the FCM on or before the FCM Date (as calculated by adding the FCM Duration as submitted with their PGMP to the NTP of the Design Phase Task Work Order), the Design-Build Firm will earn an incentive pursuant to the above chart (Days saved * Per Day Value * % of daily value earned). The incentive cannot exceed \$8,525,000(if the calculation exceeds this amount, it shall be capped at \$8,525,000).

Disincentive

If the FCM Date included in the PGMP submission is not achieved, the Incentive will be lowered each day until FCM is achieved by an amount equal to four times the daily value for the category established in the chart above, until the value of the Incentive reaches zero. The day after reaching zero, the Design-Build Firm will accrue a Disincentive by an amount equal to two times the daily value for the category established in the chart above, until the negative value of the Disincentive is equal to the maximum Incentive value established in the chart above or until FCM is achieved. This potential negative value will be aggregated and deducted at Project Final Acceptance.

The Department's payment of any bonus is specifically conditioned upon the Design-Build Firm's compliance with Section IV.C of the RFQ. If the Design-Build Firm changes any of the Chief Personnel or Key Personnel required by this RFQ (the eleven positions listed by name in Section IV.C) without good cause/no fault of the Design-Build Firm, in the Department's sole discretion, a deduction of \$500,000 shall be made against the bonus subsequently earned by the Design-Build Firm for each change made without good cause/no fault of the Design-Build Firm. If the Design-Build Firm has already earned a bonus that has been paid, this deduction shall be made against its next monthly progress estimate or the final Contract payment as determined by the Department.

The FCM for the SR78 Project will be determined during the DCI Phase.

J. Partner/Teaming Arrangement

Partner/Teaming Arrangements of the Design-Build Firm (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the Letter of Response 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 Response.

K. 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:

- Department technical issue resolution
- Local government agency coordination
- Transportation Management Plan/Maintenance of Traffic Workshops
- Permit agency coordination
- Phasing Meetings
- Scoping Meetings
- System Integration Meetings
- Design Workshops
- Progress Meetings
- Aesthetic Design Review Meetings
- Comment Resolution Meetings
- Adjacent Project Coordination Meetings
- Utility Meetings
- Public Meetings
- Project/Stakeholder Coordination Meetings
- Pre-activity Meetings
- DBE, OJT, DBRA, EEO Compliance, and Workforce Development Meetings
- Dispute Review Board Meetings

During DCI Phase, the Design-Build Firm shall meet with the Department's Project Manager on a weekly basis or upon the Department's request.

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

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

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 systems and subsystems.

System integration meetings will be held on mutually agreeable dates.

All action items resulting from the system integration meeting shall be satisfactorily addressed by the Design-Build Firm and reviewed and approved by the Department.

L. Mark-ups

The Contractor's Design Mark-up for this Project is 5% on any design work done during the DCI Phase. The Contractor's Design Mark-up is not subject to negotiation after project award. The Contractor's Design Mark-up is not applicable to any other phases of work.

The DCI Phase Multiplier for this Project is 2.5. This Multiplier is not subject to negotiations after project award.

M. Design-Build Firm's Designer Compensation and Design Multiplier

During the DCI Phase the Design-Build Firm's Designer and sub-designers will be permitted to charge to the Contract for the hours worked. These charges, combined with those of the Contractor (including any mark-up) during the DCI Phase, shall not exceed \$1,500,000 for the SR31 Project and \$1,500,000 for the SR78 Project.

For this Project, the Design Multiplier is:

[(100% plus Designer's current approved Home Audited Overhead Rate Percentage) multiplied by 1.12]

If the approved Home Audit Overhead Rate Percentage is above 200%, it is considered 200% for this calculation.

For the DCI Phase the Designer shall calculate the value of its effort by taking the certified hourly rate of the employee and multiplying it by the Design Multiplier.

For the Construction Phase, all required Design Costs shall be included as a lump sum, line itemed in the PGMP as required by the Department.

N. Task Work Orders

Throughout the duration of the Project, multiple Task Work Orders may be negotiated and issued with various payment structures during the DCI and Construction Phases.

During the DCI Phase Contractor staff will be compensated as a portion of the DCI Phase fee.

Upon Execution of the Contract, coinciding with the start of the DCI Phase, the Design-Build Firm shall receive a payment equal to 2.5% of its PGMP. This payment is considered a portion of the Design-Build Firm's mobilization cost. If the Department determines that a revised PGMP is accepted at the end of the DCI Phase, this payment shall not be paid again and it should be counted against the payment made by the Department as part of the revised PGMP.

The following is a potential list of the types of Task Work Orders that may be issued, and the corresponding payment mechanism for each. The DCI Phase services will begin at the execution of the initial Contract (not as a separate Task Work Order), with a not-to-exceed cap of \$1,500,000. The DCI Phase information below is provided to identify the method of compensation. Any amount remaining from the DCI Phase value after the DCI Phase ends shall be added to increase the Optional Design Services not-to-exceed cap.

The Design Task Work Order for the required Design services contained within the RFQ shall be a separate Task Work Order with a not-to-exceed cap of \$2,500,000. The Design Task Work Order for Optional Design Services for the SR31 Project shall be a separate Task Work Order with a not-to-exceed cap of \$6,000,000. The hours for these services shall be negotiated by the Department and the Design-Build Firm. If after negotiating the required Design services hours, there are funds remaining this amount may be added to increase the Optional Design Services not-to-exceed cap. (The amount for required Design services and Optional Design Services for the SR78 Project shall be provided during the DCI Phase.)

DCI Phase

- Designer: Compensated via certified actual hourly rates multiplied by the Design Multiplier.
 - The Contractor's Design Mark-up may be applied to this DCI design cost at the Design-Build Firm's discretion.
- Contractor: Compensated via actual hourly rates multiplied by the DCI Phase Multiplier.
- No additional compensation will be paid to the Design-Build Firm for any additional expenses

incurred by the Design-Build Firm during the DCI Phase.

- At the Department's discretion and direction, the Department may direct actions to be performed by the Design-Build Firm and pay these items through a specific limiting amount expense line.

The Design-Build Firm will complete a certified rate form including names of persons working on the Project and the role they are in. Any personnel change or additions, allowed by the Contract, must be provided to the Department prior to invoicing. By submitting the certified rate form, the Design-Build Firm certifies that all personnel are qualified. The Design-Build Firm shall provide personnel qualifications via resumes at the Department's request.

DRB (Dispute Review Board) Task Work Order(s)

- Actual cost compensated, as provided in the DRB Agreement

Design Task Work Order

- Designer: Compensated via certified actual hourly rates multiplied by the Design Multiplier.
 - The Contractor's Design Mark-up may be applied to this DCI design cost at the Design-Build Firm's discretion.
- The Design Task Work Order (for Optional Design Services) will have a Design Expense line. This expense line will be a maximum of 6% of its total not-to-exceed value.
 - The Design-Build Firm may charge project specific design expenses to this expense line.

The Design-Build Firm will complete a certified rate form including names of persons working on the Project and the role they are in. Any personnel change or additions, allowed by the Contract, must be provided to the Department prior to invoicing. By submitting the certified rate form, the Design-Build Firm certifies that all personnel are qualified. The Design-Build Firm shall provide personnel qualifications via resumes at the Department's request.

Construction Task Work Order(s)

- PGMP via schedule of values which consists of:
 - Lump Sum value for Construction equal to PGMP of Project on form provided by the Department.

The Department will consider opportunities to issue Task Work Orders to advance purchase of materials when such Task Work Orders are in the best interest of the Project. The details concerning any opportunity will be negotiated with the Design-Build Firm at any point after the DCI Phase concludes. The amount of any such Task Work Order will be considered to be part of the Construction costs of the PGMP and shall not increase the PGMP of the Project.

O. Disadvantages Business Enterprise (DBE) Program

1. DBE Availability Goal Percentage

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

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

The Department is reporting to the FHWA the planned commitments to use DBEs, as well as actual dollars paid to DBEs. 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.

2. 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 DBEs. This consultant works with potential DBEs, certified DBEs and prime contractors and consultants in an effort to increase DBE utilization. The other consultant is referred to as the Specialized Development Program provider (SDP). This consultant works with short-listed Design-Build Firms prior to award, on projects over \$50 million dollars in an effort to identify DBEs with capacity to perform on the Project. The successful Design-Build Firm should meet with the DBE DBE/SS or SDP to discuss the DBEs that are available to work on this Project. The current Providers for the State of Florida can be found on the Equal Opportunity website at: <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>

3. Bidders Opportunity List

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

All Contractors must enter their bid opportunity information in the EOC system. The timing of entry shall be established in the Subcontractor Plan. 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.

P. Design-Build Firm's Responsibilities for Department Commitments

The Design-Build Firm will be responsible for adhering to the Project Commitments identified in the Project Commitment Records provided as an Attachment, as well as any additional commitments identified as the Project progresses through the DCI and Construction Phases. The Design-Build Firm will be responsible for tracking the Project Commitments throughout the Project duration for the Department's use in updating the Commitments Module in PSEE.

Q. Submittals

If the Design-Build Firm is required to submit a deliverable to the Department, and the Department has the right to review and approve the deliverable, the Department is under no obligation to approve the deliverable until it is satisfied that the deliverable is acceptable. Failure of the Department to approve the deliverable does not entitle the Design-Build Firm to additional compensation and shall not be a basis for a claim or dispute.

Unless otherwise stated herein or agreed to during the development of the Master Schedule, the Department shall have seven (7) workdays for each review. Unless otherwise stated herein or otherwise agreed to in writing by both Parties, any deliverable not accepted or approved by the Department, as required by the submittal type, within the time required is deemed to be rejected.

The Department will perform an Independent Department Review (IDR) of all Category 2 bridge structures. The Design-Build Firm shall submit 60% structures plans for the Department to begin developing the modeling for the design review. The 60% Structures Plans shall contain sufficient information for each structure to begin developing the model for the Category 2 element(s) under consideration. For Category 2 bridges, each structure submission (60%, 90%, Final) can be broken down into "units" (defined as a stand-alone set of foundation, substructure and superstructure sheets) with each unit containing sufficient information to develop the models for the Category 2 element under consideration. The 60% Structures Plans submittal is not intended to be an official design review by the Department and formal review comments will not be provided at this stage. Lack of formal review comments at this stage should not be construed as acceptance or approval. When 90% plans are submitted, the Department's reviewer will verify that the information contained in the 90% plans is consistent with the models that were developed based upon 60% plans and the model will be updated, as required, and the actual design review performed. The results of the review will be forwarded to the Design-Build Firm for review and response. The Department will resolve all conflicts arising between the Design-Build Firm and Department's IDR reviewer during the IDR process. The Department's disposition of any such conflicts will be final.

The review of Category 2 structures submittals requires Central Office SDO and Independent Department Reviews (IDR). Durations for Department review of Category 2 structures shall be 60 days for the 90% and 30 days for the Final Submittals. An Independent Department Review Package (60%) shall be submitted as soon as practical but not less than 30 days prior to the submittal of the 90% Plan submittal. IDR durations are subject to change based on the Design-Build Firm's DCI Phase deliverables. Upon review of the DCI Phase deliverables, new IDR review times may be provided to the Design-Build Firm. For the review of all additional Category 2 structures resubmittals, the Master Schedule shall allow for up to twenty (20) workdays for these reviews.

1. Component Submittals

The Design-Build Firm may submit applicable components of a plans set instead of submitting an entire plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the FDM, components of the plans set are roadway, signing and pavement marking, signalization, Intelligent Transportation Systems (ITS), lighting, and structural.

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

For Category 2 structures, submittals for bridges are limited to "units" as previously described, or a complete bridge submittal.

For projects involving Category 2 structures, the Design-Build Firm shall submit a Category 2 Submittal Report summarizing the Category 2 elements included in the Project. The Design-Build Firm shall include in its Task Work Order for the Design a prioritized submittal schedule for the plans including Category 2 structure elements.

Category 1 and 2 bridge submittals shall contain the following:

1. Plan sheets for the submittal under review developed to the specified level of detail (i.e. 90% plans, Final plans, etc.) as outlined in the FDM. Note for the 60% submittal on Category 2 Structures, provide the relevant sheets in accordance with the "Summary of 60% Structures Plans Submittals" table below. For the 90% and Final Submittals on Category 2 Structures, combine the required sheets for Foundation, Substructure, and Superstructure listed in FDM Table 121.14.3 to form the "unit" submittal.

2. A complete set of the most developed plan sheets for all other major elements of the bridge. These sheets shall be marked “For Information Only” on the index sheet. In no case shall a plan sheet be less than 30% complete.

3. Design documentation including a complete set of calculations, geotechnical reports, pertinent correspondence, etc. in support of the 90% and final component submittals.

2. Phase Submittals

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Department’s Project Manager. The particular phase shall be clearly indicated on the documents. The Department’s Project Manager will send the documents to the appropriate office for review and comment. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Department, the plans shall be digitally signed using Department approved software (such as IdenTrust) by the Contractor’s Engineer of Record (CER). The plans are then digitally signed by the Department as “Released for Construction” (RFC). The submittal of RFC component plans shall not be comprised of a combination of stamped plans and digitally signed plans.

All comments shall be resolved to the Department’s satisfaction prior to making the next phase submittal.

Department review comments for the 60% Plans for IDR associated with Category 2 structures, 90% Component Plans, and Final Component Plans submittals will generally be provided through the Department’s Electronic Review Comments (ERC) system or equivalent. For each phase submittal, it shall be the Design-Build Firm’s responsibility to proactively and satisfactorily resolve all comments requiring a response from the Design-Build Firm with the Department’s reviewers prior to making a subsequent phase submittal of the same component. The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal. If the Department requires more than 2 resubmittals, a submittal workshop between the Department and the Design-Build Firm must be held to resolve any outstanding issues or comments. Department acceptance of a subsequent phase submittal will not be conditioned on resolution of comments marked “For Information Only” by the reviewer.

60% Phase Submittal (Required for Category 2 structures)

- 1 copy of 11” x 17” Structures plans meeting the requirements of the “60% Structures Plans Submittal” as previously defined
- 1 copy of draft geotechnical report that, at a minimum, includes the FB MultiPier Input Parameters, as well as FBDeep Pile Capacity Curves
- 1 copy of draft Bridge Hydraulic Report
- 1 copy of design documentation (calculations not required)
- 1 copy of draft Technical Special Provisions
- 1 copy of Roadway Project Layout and TTCP plans
- Report of Core Boring sheets
- Any other information required for the Department to perform an Independent Department Review as discussed in the Independent Department Review Kickoff Meeting

The Design-Build Firm shall provide the sheets listed as applicable based on the structure type.

Summary of 60% Structures Plans Submittals

ITEM	60% Structures Plans
Cover Sheet	S

ITEM	60% Structures Plans
Key Sheet	S
Sheet Index	P
General Notes	S
Plan and Elevation	C
Typical Section	C
Hydraulics Recommendation	S
Construction Sequence	C
Report of Core Borings	S
Foundation Layout	S
Pile/Shaft Data Table	P
End Bent	S
End Bent Details	P
Wing Wall Details	P
Pier	S
Pier Details	P
Footing	S
Drilled Shaft and Augercast Pile Details	S
Framing Plan	S
Superstructure Plan	S
Superstructure Details	P
Erection Sequence	S
Cross Frames/Diaphragm Details	S
Steel Girder Details	S
P/T Systems	S
Bearing Details	P
Post Tensioning Layout	C
P/T Details	S

Status Key:

P – Preliminary: Basic shapes, geometry and layout of specified members are shown. Rebar and elevations are not required for Preliminary submittals. For example, the outline drawing of an end bent with complete dimensions including stationing, beam and pedestal layout but without pile layout dimensions or rebar.

S – Substantially Complete: Shapes, geometry and layout have been finalized. Design is 90% complete with most rebar, plate sizes, bolt patterns, concrete strengths finalized and incorporated into the plans. For example, an end bent drawing with rebar, complete dimensions, pile and beam layout but without elevations.

C – Complete but Subject to Change: The design, drawings and details are complete for the specified component. Only reviewer-initiated changes should be expected at this level. For example, an end bent drawing would be complete, including all rebar callouts, elevations, and dimensions.

90% Phase Submittal

- 1 copy of 11" X 17" plans (all required components)
- 1 copy of signed and sealed geotechnical report
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period
- 1 copy of signed and sealed Bridge Hydraulic Report
- 1 copy of Drainage Report
- 1 copy of design documentation
- 1 copy of Technical Special Provisions
- 1 copy of Bridge Load Rating Calculations
- 1 copy of Completed Bridge Load Rating Summary Detail Sheet
- 1 copy of Load Rating Summary Form
- 1 copy of all design changes introduced since the 60% plan submittal that affect the modeling or component design of various bridge components.
- Listing of all selected ITS technologies/products, reasons for selection, selected device locations, and mounting types.
- 1 copy of Maintenance of Communication (MOC) Plan
- All QC plans and documentation for each component submittal shall be electronic in .pdf format

Approval is required for the following prior to submitting the 90% phase submittals of ITS Component Plans:

- Project Concept of Operations (ConOps)
- Project Systems Engineering Management Plan (PSEMP)

Final Submittal

- 1 set of signed and sealed 11" X 17" plans (all required documents)
- 1 copy of signed and sealed Drainage Report
- 1 copy of signed and sealed design documentation
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP)
- 1 set of final documentation
- 1 signed and sealed copy of the Bridge Load Rating Summary Detail Sheet with supporting calculations
- 1 signed and sealed copy of the Load Rating Summary Form with supporting calculations
- 1 signed and sealed Construction Specifications Package or Supplemental Specifications Package
- 1 electronic copy of Technical Special Provisions in .pdf format
- 1 copy of all major design changes introduced since the 90% plan submittal that affect the modeling or component design of various bridge components.
- 1 copy of all the IDR comments and the Contractor's Engineer of Record's (CER) response along with a statement that all comments have been addressed and resolved.
- All 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 Design-Build Firm shall coordinate with the District Maintenance Office to obtain bridge numbers for all new bridges prior to the RFC of bridge components.
- The Design-Build Firm shall provide the District Planning and Environmental Management Office the information required to update the Department's Roadway Characteristics Inventory (RCI) reflecting the final configuration of the Project.
- 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) system or equivalent comments have been resolved to the Department’s satisfaction as a requirement before obtaining “Released for Construction” plans.

2. 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 of an approved area of work based on the contract plans and specifications. The Department’s review of submittals and subsequent Release for Construction is to assure that the OER has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the contract documents.

The Design-Build Firm may not begin construction prior to completion of the Phase Submittals and the Department stamping the plans and specifications Released for Construction without **written approval from the Department. No permanent structures work, including fabrication of bridge members, may begin without signed and sealed plans or shop drawings (whichever controls the design and details utilized to construct/erect the specific structural component) that have been Released for construction.**

Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and their approval of Shop Drawings. Shop Drawings shall be in conformance with the FDM or AIA Trade Specs as applicable. 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. Shop Drawings are required to be submitted to the Department and the Owner’s Engineer of Record (OER), Shop Drawings shall bear the stamp and signature of the Design-Build Firm, as appropriate. The Department and the OER shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. Upon review of the Shop Drawing, the Department will initial, date, and stamp the drawing with its disposition.

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.

1. 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 Contractor’s Engineer of Record (CER), 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 Departments procedural review of Shop Drawings is to assure that the Design-Build Firm’s CER has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Department’s review is not meant to be a complete and detailed review, but the Department reserves the right to perform a more detailed review, as necessary. Upon review of the Shop Drawing, the Department will initial, date, and stamp the drawing “Released for Construction” or “Released for Construction as Noted”.

Shop Drawings submitted for tolling infrastructure shall include all applicable equipment, materials, and products as shown on the plans or as described in the applicable Specification section(s) for the item being submitted. Incomplete or partial Shop Drawings are not acceptable.

2. As-Built Set:

Design-Build Firm shall work with the Construction Engineering and Inspection (CEI) Consultant to complete the As-Built Plans as the Project is being constructed, maintaining a conformed plan set detailing any redlines, Request for Information (RFI), Request for Modification (RFM), or Field Correction Request (FCR). The conformed plans shall be updated to reflect redlines on a weekly basis, and after a response to an RFI, RFM or RFC that results in a change to any of the Component Plans. Any survey required to support redline changes shall be performed by a Professional Licensed Surveyor (PLS). As-Built Plans shall be submitted for each area of work as it is finished. If the area of work does not have completed As-Built Plans, the Design-Build Firm will notify the Department of the reasoning and will provide a working copy of the As-builts to the Department. The conformed plans shall be available to the Department at all times. The As-built Plans submitted prior to Project completion for Department review and acceptance as a condition precedent to the Departments issuance of final acceptance.

The Department shall review, certify, and accept the As-Built Plans prior to issuing final acceptance of the Project.

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

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys. Architectural as-builts may be 24" X 36".
- 1 set of 11 "X 17" copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey). Architectural as-builts may be 24" X 36".
- All As-Built plans required to be submitted based on environmental permit conditions.
- 1 set of final documentation (if different from final component submittal)
- 1 set of survey information, including electronic files and field books
- Deliver the final CADD.zip in accordance with the CADD Manual
- 1 Final Project submittal containing the information above shall be electronic in .pdf format.

R. Executive Review Board and Issue Escalation

Within the first 30 days after the execution of the Task Work Order for the Construction Phase, the Department and the Design-Build Firm will establish an Executive Review Board (ERB). Each party will appoint a maximum of three people to serve on the board, and members should have authority to make final and binding decisions on the Project. Members of the board should be at a higher level of authority than those assigned to day-to-day duties on the Project.

Any decision on the Project that cannot be resolved at the project level, may be elevated to the Executive Review Board for resolution. This escalation is a prerequisite to any other source of relief, including Dispute Resolution Board referral, or litigation.

The Executive Review Board shall meet at a minimum every other month, or as needed to resolve any outstanding issues.

In the event issues arise during prosecution of the work, the resolution of those issues will be processed as

described below:

The escalation process begins with the District Corridors Program Office. If the issue cannot be resolved by the District Corridors Program Office, it shall be forwarded to Statewide Corridors Program Office. Any decision on the Project that cannot be resolved at the project level, may be elevated to the Executive Review Board for resolution. This escalation is a prerequisite to any other source issue resolution, including Dispute Resolution Board referral, or litigation.

Each level shall have a maximum of five (5) workdays 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) workday period 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) workday period 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) workday. Responses provided by the Design-Build Firm may be expressed verbally and followed up in writing within one (1) working day. When a response is received from the District Corridors Program Office Director, the Department's Project Manager will respond to the Design-Build Firm in a timely manner but not to exceed three (3) workdays. The Design-Build Firm's Project Manager shall be responsible for initiating any escalation, and the Department shall only receive this request from the Design-Build Firm itself.

The Department will provide a "Utility Coordination Liaison" throughout the Project duration who will assist the Design-Build Firm as a liaison with the UAOs with the goal of preventing delays and potential claims.

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.

S. Cost Estimating and Invoicing

1. General

For price submittals, the Design-Build Firm shall follow a schedule of values format with a basis of estimate per pay item. The schedule of value format shall also include any lump sum pay items included in the Work. The Construction Task Work Order shall include the specification language for Composite Pay Factor (CPF) adjustments as defined in Design-Build Specification (9-2.1 and 9-2.3) and Fuel and Bituminous adjustments as defined in Design-Build Specifications (9-2.1.1 and 9-2.1.2). No other CPF or Fuel and Bituminous adjustments will be permitted. The Department retains the right to adjust the PGMP due to CPF and Fuel and Bituminous adjustments following the Design-Build Specifications. Any additional compensation or adjustment due to the Fuel and Bituminous specification shall not be considered when ensuring the PGMP have not been exceeded.

2. Total Construction Cost Elements included in the Schedule of Values

The detailed cost estimate will be the basis of developing the PGMP submitted as part of the RtC Package. This shall be provided as a Schedule of Values on a form and in the manner as requested by the Department.

The schedule of values line items list will be developed in conjunction with the Department and required specifications including measurement and payment are as specified by the Division 1 Design-Build Specifications.

The components of the schedule of values line items may include:

- A. Direct Costs. The Design-Build Firm shall enter the direct costs for performing the Construction Work in a format agreed to by the Department using the estimated quantities. The schedule of value line items shall include the direct cost of performing the Construction Work. Direct costs of the items of Construction Work shall not include the Mark-Up that compensates the Design-Build Firm for home office overhead or profit. Direct costs are to include any line items from the following list of jobsite and field office costs that are determined to be allowable direct costs as part of post-award negotiations:
- a. Job Supervision and Overhead: Wages, including benefits, payroll insurance and taxes for onsite management, supervision, engineers, safety personnel, quality control staff, and administration staff.
 - b. Survey: Cost of construction survey including both Design-Build Firm hired and outside services.
 - c. Site Office Expense: Ownership or rental of building, maintenance, removal, utilities, office and engineering expendables, furniture, computers and infrastructure.
 - d. Temporary Buildings: Cost of ownership or rental, set up, maintenance and removal of such as warehouses, first aid building, and other miscellaneous.
 - e. Personnel Expense: Small tools and supplies (unless carried in the direct cost portion of the estimate), safety expendables, drug screen testing, training, physicals, hiring expense; include any per-diem costs for craft or indirect personnel.
 - f. Project Utilities: Site utilities such as temporary electric, water, and sanitation.
 - g. Mobile Equipment: Overhead vehicles, maintenance equipment and personnel (if not in Equipment Operating Expense), and general service equipment (e.g., flatbeds and forklifts) and personnel if not already included in the direct cost.
 - h. Mobilization: Cost of transportation of equipment and other items for move in, move out, set up, and take down, including cost of personnel moves and related expense.
 - i. Construction Plant: Site fences, parking areas, material yards, temporary access, haul road construction, maintenance, and other such special construction not already included in direct costs.
 - j. Quality Control: Cost of Quality Control labor, equipment, supplies, outside services, and Contractor-hired personnel and on-site quality supervision.
 - k. Labor: Wages and add-ons, including overtime, vacation pay, and all fringe payments such as health and welfare, pensions, and any other that may be included in union agreement or as paid to both craft and staff employees; payroll insurance including Worker's Compensation and General Liability if based on labor amounts; payroll taxes including Federal Insurance Contributions Act (FICA) and State and Federal unemployment
 - l. Permanent Materials: Cost of materials incorporated into the Construction Work, including estimated loss, waste, and non-pay overruns. Sales tax and any shipping for these materials will be a part of this category.
 - m. Construction Expendable Materials: Non-permanent materials, temporary facilities,

small tools, formwork, temporary construction, office supplies, services, insurance, and taxes

- n. Equipment Ownership: Rental or ownership charge of both company-owned and outside rentals, and tax on any rentals
- o. Equipment Operating Expense: Repair parts, tires and tracks, Contractor's repair labor, services and fuel, and oil and grease
- p. Subcontract: Cost of items of Construction Work subcontracted, including contracted trucking
- q. Bond: Cost of providing the Performance and Payment Bond required by this RFQ. Bond costs are not subject to Mark-up.

B. Indirect Costs. No additional indirect Costs shall be included in calculating the PGMP.

3. Summary Narrative of the Estimate

Upon request by the Department the Design-Build Firm shall provide a summary narrative of how the PGMP was created. Include a discussion of how specific items were developed in the cost, such as, but not limited to, fuel pricing, material sources, labor rates, any craft labor agreements, and availability of skilled craftsman, including workload assumptions. Discuss approach to equipment availability and rental rates, including any equipment adjustments to hourly equipment rates used in the estimate based on schedule usage of equipment versus length of time equipment will be on the job, or if a buy-sell basis of ownership costs is applicable to the Project. Discuss temporary construction required such as haul roads, temporary pavement, temporary drainage, detours, any retained earth, and borrow or waste pit development. Discuss approach to schedule, including hours of Work, double or triple shifts, weather and season considerations, and the general duration of the estimated Work. All information provided by the Design-Build Firm will be subject to the review by the Department and its representatives.

4. Final Payment

At the completion of the Project, the final payment amount shall be the sum of the schedule of values and risk reserve expenditures authorized by the Department. In no event shall the sum of all payments and the final payment exceed the PGMP, with the exception that the Department retains the sole right to make additional payments to the Design-Build Firm in the case of force majeure impacts to the Project and only upon proper documentation of the impact from the Design-Build Firm.

5. Schedule of Values

The Schedule of Values approved by the Department will be the basis for determining each monthly progress estimate and the final estimate for the Project. The quantities will be compared with the Project Master Schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted. The Design-Build Firm shall use the Schedule of Values to cost load the offsite fabrication and construction activities under the Master Schedule. The assignment of values to scheduled activities must be approved by the Department prior to the first monthly progress estimate and prior to any invoicing by the Design-Build Firm. The monthly progress estimates cut-off date will be as provided for on the Department's website currently at [Estimate Cut-Off Dates \(fdot.gov\)](https://www.fdot.gov/estimate-cut-off-dates). If the Department no longer publishes the estimate cut-off dates the estimate cut-off date shall be the third Sunday of the month. The Design-Build Firm must submit the schedule of values to the Department for approval for the Construction Task Work Order.

6. Combined Invoice for Work

The Design-Build Firm is responsible for submitting invoices requesting payment. These invoices shall be

submitted no later than twelve o'clock noon (12:00 P.M.), Monday, after the estimate cut-off date or as directed the Department and shall include all sums earned by the Design-Build Firm under the Contract and any Task Work Order, including the estimates associated the Schedule of Values. For the initial DCI Phase where the method of compensation is limiting amount a signed rate certification must be submitted showing the actual rates of the personnel included in the invoice. The Schedule of Values estimates portion of the invoice shall be based on the completion or percentage of completion of tasks as defined in each schedule of values. If a Design-Build Firm is working on multiple Project Segments, Work for each Project Segment shall be clearly identified. No estimates requesting payment shall be submitted prior to Department approval of the schedule of values. Design-Build Firm DBE data reporting, including payments, shall be in accordance with the Construction Project Administration Manual requirements for Equal Opportunity Compliance. If the Design-Build Firm earns any bonus payment associated with the bonus provisions defined in Section II.L, the Design-Build Firm should request in writing confirmation from the Department that the bonus was earned, and then may submit for payment of the bonus on the invoice in the month following confirmation from the Department that the bonus was earned. Upon receipt of the estimate requesting payment, the Department will determine whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

T. Risk Reserve

1. General

The Risk Reserve shall be used to cover unanticipated Project costs that are identified in the categories of the Risk Reserve and are properly reimbursable as a cost of the work. Any risk perceived by the Design-Build Firm that is not captured on the Risk Reserve shall be incorporated into the Schedule of Values pricing for the Work. The Risk Reserve shall include an "Other Risks" item to encompass risks that are otherwise not listed. Requests for compensation from the Risk Reserve are drawn from the total amount of the Risk Reserve as a whole and not from independent items, with the exception of "Other Risks". The total amount compensated for "Other Risks" may never exceed 20% of the total Risk Reserve.

The Design-Build Firm's use of the Risk Reserve shall be subject to the same requirements for a claim set forth within the Design-Build Specifications, with the exception that claims which may not be allowed under the Design-Build Specifications are allowed to use the Risk Reserve if otherwise approved by the Department.

All claims allowed by the Design-Build Specifications must be allocated to the Risk Reserve.

The Department retains the right to make additional payments to the Design-Build Firm in the case of force majeure impacts to the Project and only upon proper documentation of the impact from the Design-Build Firm.

All claims for additional time and compensation must be submitted in accordance with the RFQ in the format and timeframe described in the Design-Build Specifications that are incorporated into the Contract. Notwithstanding any other provision of the Contract, all pricing and compensation for claims shall be calculated in accordance with the RFQ and not as provided in the Design-Build Specifications.

In order to facilitate a request for additional compensation to be paid out from the Risk Reserve, either as a specific allowable claim or as a general request for additional funding, the Design-Build Firm must provide the notice, as defined in the Design-Build Specifications, to the Department of the potential for the claim, in sufficient time for the Parties to discuss steps to minimize the utilization of the Risk Reserve. The Design-Build Firm must also provide such supporting documentation as required by the Department. The Department has sole discretion to determine the amount of supporting documentation required based on each request. The amount of funds requested shall follow the same open-book pricing requirements as a GMP as defined in the RFQ.

Before final acceptance of the Project, the Design-Build Firm must make a final certified claim for any

requests for compensation from the Risk Reserve. This final certified claim is considered the last and final opportunity to be compensated for Work on the Project.

For allowable time, the Design-Build Specifications govern Delay in the Critical Path of the Project Master Schedule. For associated costs for claims, including indirect costs, the RFQ will supersede all other described specific amounts defined in the Design-Build Specifications.

If a construction modification is approved after the issuance of the Construction Task Work Order, and produce savings, the value of those savings shall be allocated to the Risk Reserve. This is applicable to any modification to a previously approved item and/or a deviation from a Contract Requirement, that require Department approval and that reduces the cost of the item as previously defined in the approved PGMP. These modifications are specific to adjustments made after the DCI Phase. Any such modification must not impair the essential functions and characteristics of an item of work such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features as decided by the Department.

For any claim against the Risk Reserve for unforeseen additional pile length, and/or subsequent splices, the overrun quantity shall be calculated as follows:

- The total estimated quantity for each bridge shall be the sum of all Test Pile and Production Pile lengths
- Production Pile quantities shall be calculated for each bent or pier by subtracting 15 feet from the corresponding Test Pile length shown in the Pile Data Table in the RFC plans.
- No adjustments or additional compensation will be provided unless quantities exceed 110% of the total estimated quantity for each bridge.
- No adjustments in the length, in feet, of piling will be made if cut-offs are required after the pile has been driven to satisfactory bearing.

U. Workforce Development

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

V. Shared Savings

After the Contracting Period for the SR31 Project, if the Design-Build Firm's PGMP is less than the Project Maximum Price, upon execution of the Contract, the Design-Build Firm shall be paid 15% of the difference between the Project Maximum Price and the PGMP as the initial Shared Savings. There is no Contracting Period for the SR78 Project.

For the SR31 Project, once the Department has made its determination at the end of the DCI Phase and if the revised PGMP is accepted, the Department shall calculate the difference between the initial PGMP and the revised PGMP. The Design-Build Firm shall receive 14% of this Shared Savings. This amount shall be paid to the Design-Build Firm upon execution of the Construction Phase Task Work Order. If the Department does not accept the RtC Package at the end of the DCI Phase, there is no additional earned

Shared Savings.

For the SR78 Project, there is no Shared Savings with the associated submitted PGMP.

Once the Project has been final accepted, and the Design-Build Firm has notified the Department that it has no outstanding claims and has no litigation, the Design-Build Firm will receive 14% of the remaining value of the unspent portion of the Risk Reserve (For both the SR31 Project and the SR78 Project).

The Design-Build Firm will also receive 14% of the actual savings for any Right-of-Way, Utility, or Environmental Mitigation (RUE) reductions that are caused directly by an innovation accepted by the Department. This calculation for RUE savings, comparing the Department's initial estimate for RUE to its actual RUE expenditure, shall be made by the Department in its sole discretion. The RUE savings shall also be considered in totality, and not for individual RUE elements.

VI. Phases of Work

A. DCI Phase

1. Overview

Upon execution of the Contract and the subsequent notice to proceed, the Design-Build Firm shall commence the DCI Phase work.

During the DCI Phase, the Design-Build Firm shall develop a collaborative team environment that fosters communication, accountability, and trust with the Department, its representatives, and its stakeholders to progress, refine, and optimize the design and to develop and submit a Request to Continue (RtC) package and a revised PGMP submission.

2. DCI Phase Activities

Project Management Services:

- Build a collaborative team environment that fosters communication, accountability, and trust.
- Conduct regular risk and opportunity/innovation workshops.
- Participate in third-party coordination with Utility Agency Owner (to be led by OER with oversight from the Department's Utility Coordination Liaison).

Preliminary Design Services:

- Collaborate with the Department and the OER to identify, develop, and refine proposed innovations to the Project Package.
- Perform engineering analysis necessary to demonstrate the technical feasibility, constructability, cost, schedule, operational, and maintenance impacts of proposed innovations.
- Prepare supporting documentation for proposed innovations, including engineering calculations, exhibits, conceptual layouts, quantity estimates, and other documentation necessary for Department evaluation.
- Present and discuss proposed innovations during DCI Phase Meetings.

Construction DCI Services:

- Develop RtC Schedule
- Conduct workshops to establish the Phasing Plan.
- Develop and implement mitigation plans for identified risks.
- Identify, evaluate, optimize and propose alternatives to reduce schedule, reduce costs, or improvements that otherwise will improve the Project.
- Perform constructability and maintainability reviews of designs, plans and specifications.
- Submit an RtC package
- Develop and submit a revised PGMP

3. DCI Phase Meetings

The Design-Build Firm and the Department shall hold regularly scheduled meetings. The parties shall work together to create a collaborative atmosphere and meet as frequently as necessary to advance the work. The Design-Build Firm shall provide an agenda for each meeting at least one day prior to the meeting, with sufficient detail so the Department can ensure the correct subject matter experts are included in the meeting.

4. Innovations

Innovations are deviations from requirements contained within this RFQ, the Attachments, and/or any changes to the Project Package.

5. Submissions

During the DCI Phase, the Design-Build Firm will be permitted to submit Project Innovations for approval by the Department. The Innovations shall be submitted to the Department with the appropriate cover sheet and form as provided by the Department and sequentially numbered by submission order. All Innovation submissions should be submitted for review as early as possible to give the Department adequate time to review and respond. The Design-Build Firm and the Department shall discuss and outline the specific details required for each Innovation submission and indicate important features of the proposed innovation and the potential impact or reductions to, but not limited to, ROW, environmental and natural resources/permitting, design exceptions and/or variations, utilities, and complexity of bridge types (i.e., introduction of Category 2 structures).

On SR31 Project Innovations specific to the Wilson Pigott Bridge over the Caloosahatchee River shall be submitted within the first 10 days of the DCI Phase. The navigation channel configuration is not open to innovation, including but not limited to horizontal and vertical clearances and channel alignment.

6. Innovation Evaluations

Upon submittal of the Innovations for review, the Department will evaluate the Innovations and shall either reject, approve, offer comments, ask questions concerning the Innovation, or if the Innovation does not deviate from the requirements contained within the RFQ and/or the Attachments, the Department will respond to the Innovation noting the disposition as Currently Allowed by Contract. If the Innovation is not rejected or approved, the Design-Build Firm may resubmit the Innovation after making adjustments or answering the Department's questions. Resubmittal of an Innovation shall require the number to be advanced by a tenth (Innovation #2, #2.1, #2.2, etc.). The Department shall endeavor to review each Innovation as quickly as possible, but Department response shall take no longer than 5 days. This process

is intended to be collaborative in nature and not necessarily formal, but any Innovation disposition must be in writing by the Department. Any approved Innovation must follow all Department rules and regulations, unless deviations are stated within the approved Innovation.

7. Optional Design Services

The Design-Build shall be permitted to submit its Optional Design Services Form during the DCI Phase. The Department shall provide an updated Design Schedule based on the options selected by the Design-Build Firm.

8. Request to Continue Submission

At the completion of the DCI Phase, the Department shall provide a list of required Innovations to the Design-Build Firm. The Design-Build Firm shall submit to the Department a Request to Continue (RtC) package. The RtC package shall include the documents below, and serves as a request by the Design-Build Firm to have the Department issue Construction Phase Task Work Order(s) for the Project. The RtC Package shall include an PGMP for the Project as described in the RtC Package.

The following documents are deliverables that shall be submitted to the Department as part of the Design-Build Firm's RtC submission.

DCI Phase RtC Submission

Document	Description
RtC Schedule	The RtC Schedule shall show Design Phase (jointly developed by the OER and DBF) and Construction Phase activities. The schedule identifies durations for all review and approval periods for the Department, other agencies, and third-parties. The schedule shall identify the critical path and identify and account for long-lead procurement needs. The schedule shall include an overall Contract Duration not to exceed the duration set by the Department in this RFQ.
Innovation List	A list of approved Innovations that the Design-Build Firm has included in their Package. This list shall be on a form defined by the Department.
PGMP	The PGMP of the Project shall be submitted on a form provided by the Department.
FCM Duration	The FCM Duration of the Project shall be submitted on a form provided by the Department.

9. Department's Determination

By submitting the RtC and revised PGMP the Design-Build Firm understands and accepts that the Department, in its sole discretion, has the right to not accept the RtC and the revised PGMP, and require the Project to be constructed as originally Contracted for the initial PGMP. By submitting the RtC, the Design-Build Firm explicitly agrees to be bound by the Department's determination and waives any right to dispute the Department's determination.

10. Incorporation of PGMP and RtCs

The RtC package, including the approved Innovations and schedule, and the PGMP shall be incorporated into Construction Phase Task Work Order(s) as contractual obligations.

B. Construction Phase

1. Construction Phase Activities

The following are tasks/deliverables that the Design-Build Firm shall perform/submit during the Construction Phase:

Management Services:

- Establish a Project Office
- Maintain a collaborative team environment that fosters communication, accountability, and trust.
- Continue the interactive design process to incorporate mitigation strategies for identified risks and innovations into the design.
- Develop the Project Management Plan for submittal to and approval by the Department.
- Develop the Design Quality Management Plan for submittal to and approval by the Department.
- Prepare the Safety Plan for submittal to and approval by the Department.
- Participate in third-party coordination with Utility Agency/Owners (UAO's) (to be led by the Department).
- Support and coordinate with Department on ROW matters, relative to schedules, construction impacts, maintenance of driveway access, cure improvements, etc.
- Prepare Governmental Approvals and permits required to complete the Project. When the Department is responsible for obtaining an approval/permit, provide supporting information and documentation when requested by the Department.
- Prepare a Hurricane Readiness Plan for submittal to and review and acceptance by the Department.
- Attend weekly progress meetings.
- Update the Project Management Plan as needed.
- Update the Quality Management Plan as needed.
- Update the Safety Plan as needed.
- Update the Master Schedule monthly, or as needed.
- Update the Phasing Plan as needed.
- Update the Subcontractor Plan as needed.
- Ensure compliance with the on-the-job training (OJT) plan.
- Update and maintain the Risk Register. Implement mitigation plans for identified risks.
- Continue third-party coordination with SFRTA and FEC (to be led by the Design-Build Firm with oversight from the Department's Rail Coordinator).
- Provide review and information required for periodic updates to the Community Awareness Plan and provide support to the PIC for the public involvement efforts.
- Ensure NEPA commitments are met and continue Project Commitment Record tracking.

Design Services:

- Participate in weekly design meetings and minutes, plus regular discipline-specific meetings, including but not limited to TTCP, temporary drainage, utilities, and ITS.

- Complete final Temporary Traffic Control, Temporary Drainage, Maintenance of Communications (MOC), Proposed Bridge Fender System, and Existing Bridge and Fender Demolition Plan design and post-design work for the Project.
- Complete Optional Design Services for the Project.
- Prepare and submit applications and/or modifications for permits and submit applicable fees required by authorities with jurisdiction.
- Develop Project Technical Provisions for work required to be designed by the Contractor's Engineer of Record (CER).
- All design performed and documentation provided by the Contractor's Engineer of Record shall be pursuant to the FDOT applicable manuals, policies, and procedures and the requirements in this RFQ.
- Risk Management:
 - Update and maintain the Risk Register. Each modification to the Risk Register must be submitted to the Department for review and approval.
 - Develop and implement mitigation plans for identified risks.
 - Identify, evaluate optimize and propose alternatives to reduce schedule, reduce costs, or improvements that otherwise will improve the Project.
 - Perform constructability and maintainability reviews of designs, plans and specifications at major milestones as determined by the parties.

Master Schedule:

- Develop the Master Schedule within 60 days of NTP for a Construction Task Work Order. The Master Schedule shall meet the requirements of Section 8-3 of the Design-Build Specifications. Throughout the Construction Phase, the Master Schedule shall be updated monthly.
- Upon NTP of the Construction Task Work Order and prior to the submittal of the Master Schedule, a two-week activity look ahead schedule shall be submitted every two weeks, reflecting the controlling items of work and a list of planned submittals.
- Construction Services:
 - Construct the Work in accordance with the Contract requirements.
 - Perform Incident/Emergency Management and Maintenance responsibilities within the Project Limits in accordance with the Contract requirements.

2. Self-Performance and Subcontracting Requirements

The Design-Build Firm shall self-perform at least thirty percent (30%) of the Construction Work and not more than sixty percent (60%) of the Construction Work. Only direct costs associated with Construction Work shall be considered in the calculation of the self-performance.

For trade subcontracted work, the Design-Build Firm shall confirm that it has competitively solicited bids.

C. Maintenance Phase

1. Incident Management Responsibilities

Incident management within the Project Limits will be the responsibility of the Department's existing Incident Management Program with the exception of the following responsibilities. The Design-Build Firm shall be responsible for Long-Term Maintenance of Traffic associated with incident management activities, including any incident within the Project Limits that requires traffic control items to be placed outside of the construction limits, within the project limits beginning at execution of the Task Work Order for the first Construction Phase Task Work Order and continuing until Final Acceptance by the Department. Long-Term Maintenance of Traffic is defined as any lane blocking event lasting more than 60 minutes. The Design-Build Firm shall provide a qualified supervisor to be available twenty-four (24) hours per day, seven (7) days per week for incident management coordination and support.

The Design-Build Firm shall notify and assist the Department with traffic incidents during the construction and management of the Project, including but not limited to, contamination or hazardous materials release associated with traffic incidents, unauthorized dumping or similar incidents.

The current Service Patrol Program will remain in service throughout the duration of the contract and will be funded by others. The service patrol concept, known today as Road Rangers, is a free service offered by the Department and its partners, used for the management of vehicles for all types of incidents. The Road Rangers provide a direct service to motorists by quickly clearing travel lanes of minor incidents and assisting motorists. The Road Rangers and Florida Highway Patrol will provide short term maintenance of traffic for up to 60 minutes. The Design-Build Firm shall provide Long-Term Maintenance of Traffic (defined as all maintenance of traffic equipment setup and operational) within 60 minutes of any incident and such maintenance of traffic shall remain in place until the area is safe to reopen to traffic. If any incident causes the need for a detour route off the interstate system, the Design-Build Firm shall provide, install, and manage all maintenance of traffic features necessary to move traffic through the detour until the interstate system is safe to reopen to traffic. Failure to comply with these requirements will result in a \$5,000 per hour payment deduction from payments otherwise due to the Contractor at the discretion of the Department at the time of the incident.

The Design-Build Firm shall be responsible for cooperating, coordinating, and assisting with the Department's existing contractor(s) in meeting the goals of the "Open Roads Policy" agreement with the Florida Highway Patrol.

The Design-Build Firm shall include the cost of coordination in their Schedule of Values.

In the event that any suspected contaminated and/or hazardous materials are encountered during construction, or if any spill of contaminated and/or hazardous material not caused by the Design-Build Firm's actions occurs, the Design-Build Firm shall stop work immediately and notify the Corridors Program Office Director who will coordinate with the District Operations Center. The Design-Build Firm shall include the cost of coordinating and performing said responsibilities in their Schedule of Values.

2. Emergency Response Requirements

The Design-Build Firm shall refer to Section 7.6 of the FDOT Construction Project Management Administration Manual (CPAM) regarding responsibilities and payment for any advance preparation, repairs, replacement, etc. required as a result of natural disaster, catastrophic or emergency response events. Additional compensation for emergency management activities during a Governor's declared state of emergency will be at the sole discretion of the Corridors Program Office Director and will be subject to participation by FHWA under the Emergency Relief program or Federal Emergency Management Agency under its disaster reimbursement procedures. Reimbursement for eligible emergency response work will be handled with a separate emergency contract. Otherwise, the Design-Build Firm will not receive any

additional compensation. The Department authorizes the Design-Build Firm to pursue damage claims of costs incurred in response to non-natural disasters against the individual or entity which caused damages, or their insurers. Emergency management responsibilities will commence at execution of the Task Work Order for the first Construction Phase Task Work Order and continue until Final Acceptance by the Department.

The Design-Build Firm shall include the cost of performing said responsibilities in their PGMP.

3. Routine Maintenance Responsibilities

The Department will continue maintenance and inspection activities within the Project Limits until the Design-Build Firm receives Notice to Proceed on the first Construction Task Work Order. The Design-Build Firm shall schedule a meeting with the District Maintenance and/or local Operation Center prior to NTP of the first Construction Task Work Order to discuss the responsibilities described herein. The Design-Build Firm will be responsible for maintenance and inspection activities through Project Final Acceptance with the exception of existing bridge and overhead signs. During the DCI Phase, the Design-Build Firm shall coordinate with the Department to develop the maintenance limit drawings. The Design-Build Firm's routine maintenance responsibilities shall include sweeping, litter removal, mowing, turf establishment, chemical vegetation control, tree trimming, and erosion repairs, drainage, signing, lighting, and ITS within the Project Limits until Final Acceptance by the Department, and shall be in accordance with the following requirements:

1. Sweeping – per FDOT Standard Specifications Section 107-1, except sweeping frequency shall be every 2 weeks.
2. Litter removal – per FDOT Standard Specifications Section 107-1, except litter removal frequency shall be every 2 weeks.
3. Mowing – per FDOT Standard Specifications Section 107-1, and includes existing turf and new turf with a mowing frequency of 10 cycles per year, with cycles between one month and two months apart.
4. Turf establishment – per FDOT Standard Specifications Section 570-4, and includes existing turf. Prior to Final Acceptance, the turf condition between Right of Way lines within the construction limits shall meet the Maintenance Rating Program (MRP) standards for turf condition.
5. Chemical vegetation control – per FDOT Standard Specifications Section 570-4, and includes all existing turf and existing mechanically Stabilized Earth (MSE) wall faces and slope pavement.
6. Erosion repairs –repair all washouts within 72 hours of occurrence to the pre-event condition and reestablish the turf to prevent future washouts.
7. ITS – maintaining ITS meeting the requirement of the ITS MTRs for either FDOT District One or Lee County as appropriate.

The existing ITS systems shall be maintained by the Design-Build Firm during construction, including the existing communication subsystems, devices, associated power subsystems, and infrastructure to enable fully operational systems for all stakeholders within the Project Limits. The Design-Build Firm shall prepare and submit to the Department a comprehensive Maintenance of Communications (MOC) plan. The MOC plan shall detail and document existing ITS equipment and report which devices will be removed, relocated, or impacted by Project work. The Design-Build Firm is prohibited from removing or discontinuing the operations of existing devices without approval from the Department.

The MOC plans shall at a minimum include:

- MVDS adjustments to maintain accurate, lane-by-lane detection reads providing volume, lane occupancy, and speed information
- CCTV camera adjustments to maintain visibility of the roadway, shoulders, on and off-ramps, and interchanges, as well as verification of DMS displays, and provide control functionality to operational staff within the RTMC.
- DMS adjustments to maintain the ability to disseminate real-time roadway and traffic conditions information to motorists receiving input from operational staff within the RTMC
- Cabinet and in-cabinet equipment adjustments to maintain communications and power connections to all field devices and systems
- Communication cable adjustments to avoid conflicts with proposed or temporary features and infrastructure and prevent damage during construction operations
- Fiber optic jumper, terminations, and splicing connection adjustments to maintain communication between field devices, network, and the RTMC
- Adjustments to electrical power infrastructure and equipment to maintain power to field devices
- Protection of existing structures or installation of new temporary structures and foundations to safely support the existing field device relocation and/or adjustment during construction.

In addition to MOC plans, the Design-Build Firm shall prepare the following:

- ITS Repair Plan – document outlining the procedures, resources, points of contact available twenty-four hours a day seven days a week (24/7), and step-by-step procedures on how damage and disruption to ITS devices and normal operations of systems will be addressed. This document will be required at the pre-construction meeting for review and approval.
- Method of Procedures (MOP) – document accompanying the earliest MOC plan submission for review and approval by the Department. This document shall include all details for the proposed activities – including fiber optic communications cut-over plan, sequence of work with step-by-step field procedures, synchronization with TTCP phasing, and anticipated network and device outage times.
- Notification for Downtime – written notification provided at least two (2) days in advance of disconnecting any ITS device or network components, or prior to any work that will disrupt the fiber optic network or communications and power to ITS infrastructure.

All activities for ITS maintenance shall be completed by prequalified contractors per Florida Administrative Code (FAC) Rule 14-22.003(3)(b) for work classes (8) electrical work, (16) intelligent transportation systems, and (39) traffic signals and as approved by the Department. The Design-Build Firm shall perform all necessary preventative and reparative activities including the inspection and maintenance of all ITS communications, field devices, equipment and ancillary infrastructure to ensure operation twenty-four hours per day, seven days per week (24/7). The Design-Build Firm shall maintain the ITS system to meet or exceed the following availability requirements measured on a quarterly basis:

- CCTV Cameras, Vehicle Detection System (VDS) > 95.00%
- ITS Communications System > 99.99%

The Design-Build Firm shall perform all preventative and routine maintenance activities within the specified intervals as recommended by the equipment manufacturer for each system, and in accordance with the prescribed preventative and routine maintenance schedule defined within the District One ITS Maintenance contract. In the event the intervals for preventative and routine maintenance activities differ, the Design-Build Firm shall adhere to the more stringent requirement.

The Design-Build Firm shall be responsible for the repair, replacement, and restoration of any failed ITS component or device, as well as any disruption to the systems from the normal operations. Failures or disruptions shall be determined by the Department. The Design-Build Firm is required to restore the ITS component, device, or system to a fully functional condition within the allowable time frames identified within the ITS MTR.

- Allowable Response Time – total elapsed time between the initial notification of the identified issue(s) and the moment the Design-Build arrive on-site to address the issue.
- Allowable Repair Time – total elapsed time between the initial notification of the identified issue(s) and the moment damaged or disrupted systems return to normal operations (i.e., fully functional).

As part of the monthly progress reporting, the Design-Build Firm shall provide the Construction Project Manager with an active construction zone map for discussion and coordination of any maintenance access issues and responsibilities.

Whenever the actions of a third-party damage such existing property and is not otherwise due to any fault or activities of the Design-Build Firm, shall restore it to a condition equal to or better than that existing at the time such damage occurred. The Department will compensate the Design-Build Firm for the costs associated with the repairs for restoring the existing property in accordance with 7-14. Theft and vandalism are considered damage caused by a third party.

For damage to installed material caused by third parties, the Design-Build Firm shall pursue recovery from the third party. The Department will reimburse the Design-Build Firm if they are not able to recover funds conditioned with the terms herein. The Department will not reimburse the Design-Build Firm for repair costs due to damage to installed material caused by known third parties unless the Design-Build Firm has contacted law enforcement within 14 calendar days of the damage, filed a report, provided the report to the Department within 14 calendar days of receiving the report from law enforcement and pursued recovery from the third party. If the Design-Build Firm fails to recover reimbursement for incurred costs, the Department retains the right to pursue recovery from the known third party.

All defects in workmanship caused by the Design-Build Firm will be the Design-Build Firm's responsibility to correct. All damage anywhere within the construction limits caused by the Design-Build Firm will be the Design-Build's Firm responsibility for repair.

The Design-Build Firm shall provide new fencing and gates with locks at access points from any cross road to the Project Right of Way to gain access to swales, retaining walls, noise walls, ITS, lighting, signing, and other facility assets within the right-of-way. The fencing and gates, including size and location, shall be coordinated and approved by the Department and FHWA prior to installation.

The Design-Build Firm shall coordinate reasonable timeframes with the Department's existing maintenance contractor for bridge work order lane closure requirements and for access for bi-annual bridge inspections. Damage to bridge structures by the Design-Build Firm shall be repaired within 30 days of notice unless emergency conditions require immediate corrective action. Once a bridge is actively under construction, any FDOT work orders for repair shall be performed by the Design-Build Firm.

The Design-Build Firm shall provide proper coordination with adjacent construction projects for routine maintenance activities.

The Design-Build Firm and the maintenance contractors shall perform a post-construction survey and agree on routine maintenance items that need attention. This survey shall be conducted far enough in advance of Final Acceptance to address all necessary deficiencies to the satisfaction of the Department.

The Design-Build Firm's Routine Maintenance Work will be negotiated on a yearly basis with the Department and executed as a yearly Task Work Order. The Routine Maintenance Task Work Orders shall not include Design, Construction, or Contractor Project Management costs.