

Florida Department of Transportation
District 4

**CONSTRUCTION MANAGER / GENERAL
CONTRACTOR (CM/GC)
REQUEST FOR PROPOSAL (RFP)**

For

**Repairs to CSXT New River Railroad Movable Bridge,
Broward County**

Financial Projects Number(s): 448375-1-52-01

Contract Number: E4V02

Addendum 1
~~October 30~~November 5, 2020

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ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of the Contract as though fully set forth herein:

- Project Information Notice to Contractors (Advertisement/Request for LOI)
- Open Book Cost Estimating Requirements
- Letter of Interest of Selected CM/GC (LOI)
- CPM Schedule SP00800302
- Buy America Requirements
- Form 575-060-13 Non-Collusion Declaration and Compliance with 49 CFR & 29
- On the Job Training – Special Provisions

Proposal Forms:

- Proposal of Proposer (375-020-08)
- DBE Forms (as applicable)
- Vendor Certification Regarding Scrutinized Companies List (375-030-60)

REFERENCE DOCUMENTS

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

Reference Documents - To be provided as available, after selection

- As-Built Plans
- Bridge Inspection Reports
- Shop Drawings from Original Bridge Construction
- Technical Special Provisions from Original Bridge Construction
- Shop Drawings from 2020 Temporary Repair
- Site Photos
- Site Videos
- Summary of Measurements

I. Introduction.

The State of Florida Department of Transportation (hereinafter called the DEPARTMENT) has issued this Request for Proposal (RFP) to request proposals from Proposers for pre-construction and construction services for the repair, alignment and strengthening of the CSXT South Fork New River Bridge, No. SX1013.8. The bridge is in Fort Lauderdale, Florida at 2101 SW 19th Avenue. The bridge construction was completed in 2017. The bridge is part of the South Florida Rail Corridor right-of-way, which is owned by the DEPARTMENT and maintained and operated by the South Florida Regional Transportation Authority (SFRTA). The CSXT freight railroad is the main user of the bridge. The bridge consists of 4 spans for a total length of 265'-1½", it includes a 98'-0" Rolling Lift Bascule span over the South Fork of the New River. The overall width of the movable span is 22'-6".

During the annual inspection performed on the bridge on June 17, 2020, a crack was noted on the east pinion coupling hub located inside the machinery room. A similar crack was noted on the west pinion coupling hub in July. As part of the investigative efforts, the rack and rack pinions, tail and locks, live load bearings, centering device, rail tracks, curved segmental girders and track plates were visually inspected. The couplings and machinery components were observed through several closing and opening cycles. In addition to several of the investigate findings, it is believed that there are misalignments in the pinion shafts, and these are being investigated. This alignment of the operating machinery will be investigated using laser scanning and other techniques. It is also believed that the two girders were not line bored during the bascule bridge fit up. As such the alignment investigation shall include the rotation of the bascule leaf at various angles of rotation.

The DEPARTMENT is seeking to solicit proposals to hire a Construction Manager/General Contractor (CM/GC) to assist the DEPARTMENT with pre-construction services including constructability reviews, material availability analysis, cost estimates and other associated tasks, to arrive at completed repair plans and to construct the needed repairs as determined by the DEPARTMENT and the Project Team. It is envisioned that complete repairs will be made to eliminate any future damage to the machinery room equipment and any alignment deficiency is corrected. The CM/GC will have the opportunity to perform the identified and agreed upon repairs following the steps described below.

CM/GC is an innovative contracting method in which the Contractor works with the DEPARTMENT and the DEPARTMENT's designer, forming a Project team, to perform design and other preconstruction services. If the DEPARTMENT determines that the Construction Manager/General Contractor has been successful in meeting the goals of the project, the Construction Manager/General Contractor may be given an opportunity to prepare and submit official price proposal(s) for construction, potentially before final design is complete. The Construction Manager/General Contractor will be required to share pricing information with the project team to facilitate price discussions and to help ensure the DEPARTMENT is receiving a fair price for the work. The DEPARTMENT will utilize an engineer's estimate and may utilize an Independent Cost Estimator (ICE) to evaluate the Construction Manager/General Contractor's Lump Sum (LS) Price Proposal. If the DEPARTMENT is satisfied with the performance of the Construction Manager/General Contractor, their approach to building the project, and their price, the DEPARTMENT anticipates executing supplemental agreement(s) with the Construction Manager/General Contractor, to perform the repairs. The DEPARTMENT may choose to implement the repair work through one Supplemental Agreement or a series of separate Supplemental Agreements to expedite the overall completion. The Department may also request that the Construction Manager/General Contractor procure materials that require long lead times as part of a separate Supplemental Agreement.

If the DEPARTMENT is not satisfied with the performance of the CM/GC, or if their prices are not acceptable, the DEPARTMENT reserves the right to terminate the CM/GC process, and/or procure the

project by some other method and retain all the information/materials developed or procured through this agreement. Any materials purchased by the CM/GC through a Supplemental Agreement, at the request of the DEPARTMENT, would be reimbursed by the DEPARTMENT in the event the DEPARTMENT terminates the CM/GC process.



Figure 1 – Project Location Map

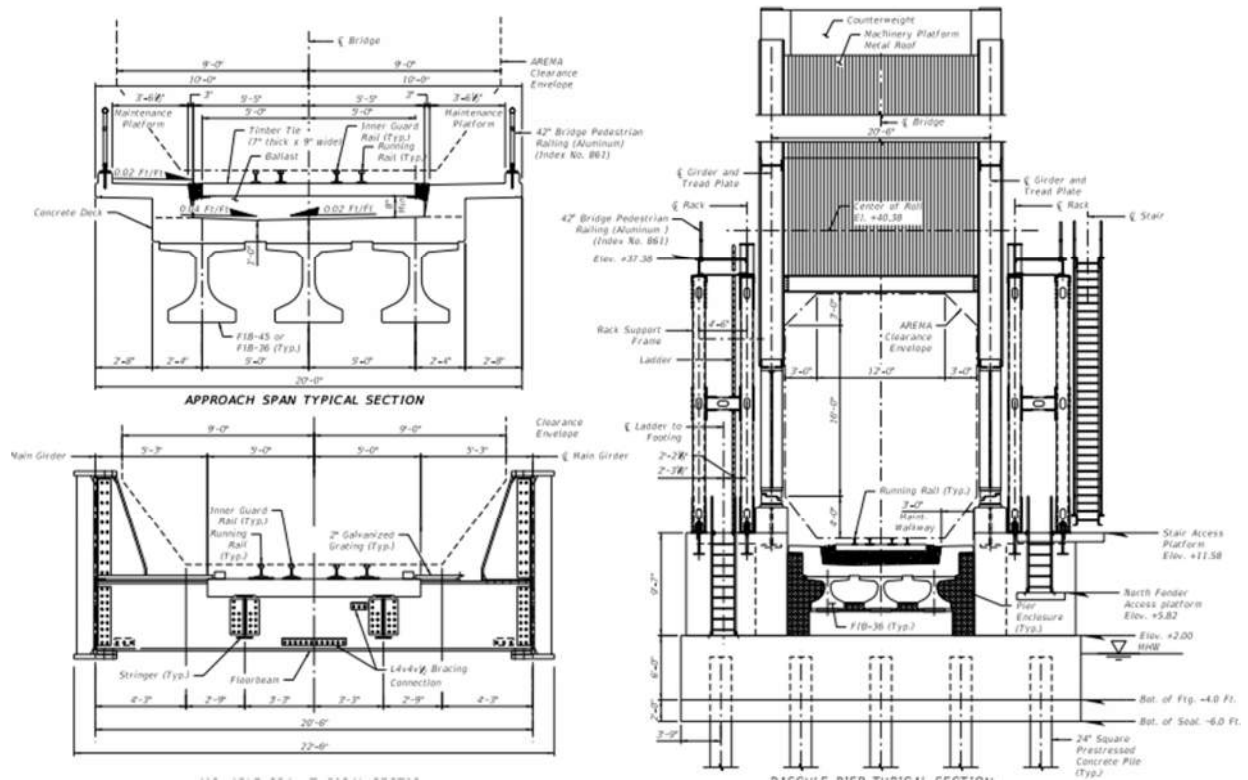


Figure 2 – Typical Cross Section

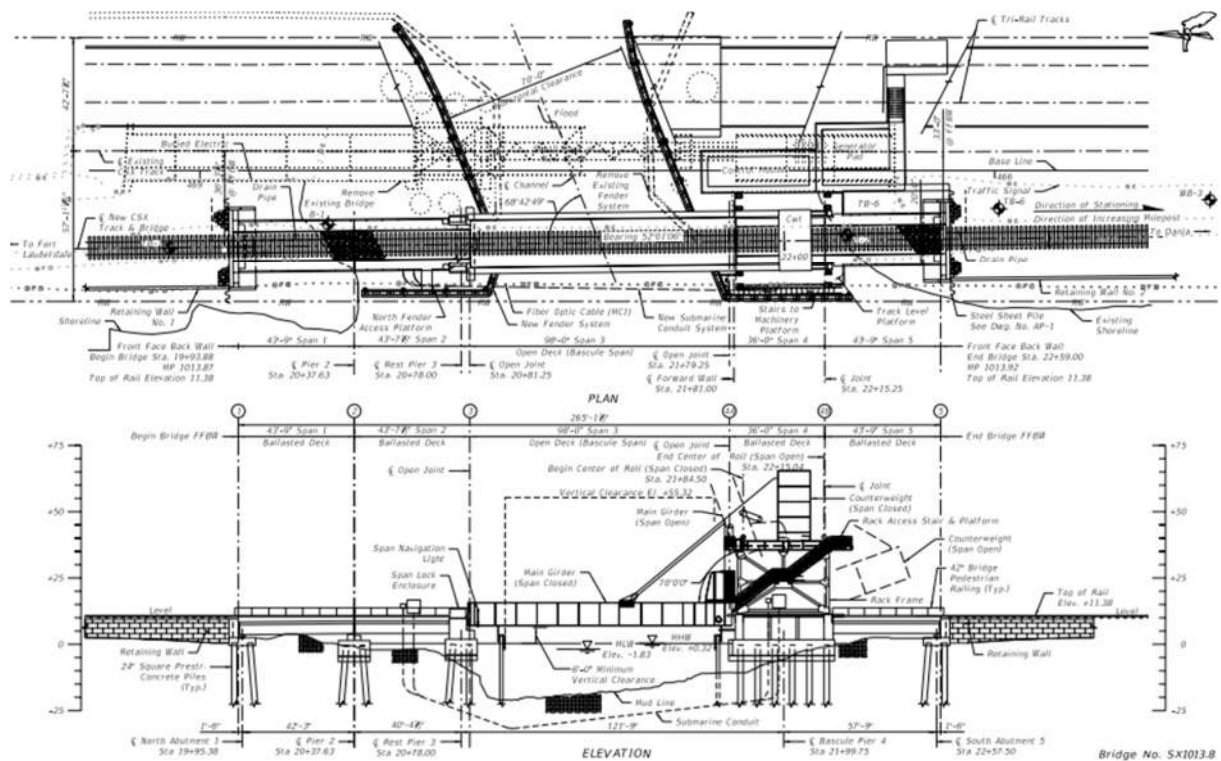


Figure 3 – Plan and Elevation



Photo 1: Side clearance between pinion hub key and keyway, typ. Note thru crack of hub



Photo 2: Note “visible gap between hub and shaft and “opened” crack

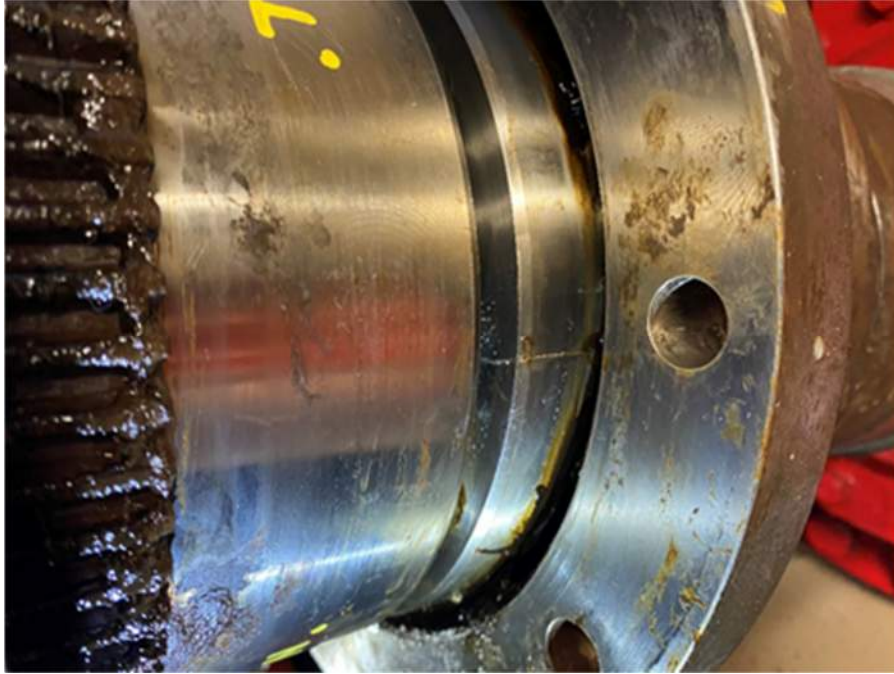


Photo 3: Note thru pinion hub crack (radially and longitudinally) at coupling



Photo 4: East coupling (bridge in closed position) - Note pinion shaft extending past hub face indicating movement of hub on shaft. Note "big" gap between the hubs



Photo 5: East coupling (bridge open position), note "small" gap between hubs



Photo 6: Clearance between the cracked hub and shaft, typical



Photo 7: Corroded and worn west reducer hub gear teeth



Photo 8: East coupling clamped with steel bands

Understanding of existing conditions and definition of identified issues:

1. Pinion Shaft Couplings Current Conditions:

The existing pinion shaft (C1) couplings are the FALK double engagement flexible gear type couplings (1045G20) manufactured by Rexnord. Flexible type couplings can accommodate some misalignment (angular and offset) but is minimal. Per manufacturers catalog cuts angular and offset installation limits are 0.020" and 0.008" respectively. Connecting coupling shafts should therefore be as closely aligned as possible even when connected by flexible couplings.

a) Crack in Hubs

For each coupling, there is a crack in the pinion coupling hubs as previously noted and reported. The crack is continuous and through – radially from the SW corner of the keyway and longitudinally across the entire hub length (see Photos 2 and 3). During bridge operations, the key was observed to “rock” in the keyway and the crack was observed to noticeably “open” up noticeably during opening and closing of the movable span. Video of the crack in the coupling during operation from a fixed viewpoint has been previously captured and shared by others and depicts field observations of the crack during bridge operations. The cracked pinion hubs are loose, allowing the hub to move on the pinion shaft during bridge operation (see Photos 4 and 5). Clearance of about 0.014" was measured between the cracked pinion hub and shaft at all locations (see Photos 2 and 6).

b) Keys and Keyways

For each coupling the reducer and pinion hubs are mounted on the connecting shaft and are provided with one (1) key. Each hub and shaft assembly key is located in the longitudinal keyways machined in the shaft outer diameter (O.D) and hub inner diameter (I.D). Side clearance was measured between the key and hub keyway at all locations (see Photo 1). Measurements are documented in Summary of Measurements document, provided as a Reference Document to this RFQ.

Shop drawing No. D-5265-13 required a side FN2 (forced) fit between the key and keyways for each hub and shaft assembly – reducer and pinion side. The coupling is designed to transmit torque between the shaft and the coupling hub primarily via the force fit between the shaft and hub (which is also an FN2 fit) as well as the key. The torque transfer through the fit between pinion and hub is through friction only. The torque transfer through the key is achieved by loading the key sides with the forced fit, transferring forces between the shaft and hub. With the crack in the hub there is no friction between the shaft and the hub, relying on the key only to transfer torque. The measured side clearances (between the key and keyway) indicate the designed fit specified by the keyway forced fit is not present either, allowing the coupling hub to move relative to the shaft.

c) Shop drawing No. D-5265-13 required an FN2 (forced) fit between each hub and shaft assembly – reducer and pinion side. It is not established or known if the couplings were installed without the specified FN2 forced fit.

Due to the known and observed movement of the cracked coupling hub on the shaft during bridge operations, the existing shaft surface may be worn or damaged.

d) Coupling Interior and Measurements

Prior to the temporary coupling repair work, the couplings were opened for inspection and measurements. The reducer shaft coupling hub sleeves were moved for inspection; however, the cracked pinion hubs sleeves could not be moved from the hub to expose the gear teeth. The west reducer coupling hub gear teeth were corroded and worn (see Photo 7). The condition of the cracked pinion hub teeth for the remaining couplings are unknown since the sleeves could not be removed. Based on the movement of the cracked hub and key during the operation, it is possible all of the hub gear teeth may be damaged. The coupling gasket was damaged at both locations. It did not appear the damage to the gaskets was caused during the opening of the couplings for inspection. Coupling lubricant appeared adequate with no visible signs of water or other visible contaminants. Grease samples were collected by others.

Coupling run-out measurements were taken. Due to the movement of the cracked and loose pinion hubs on the pinion shaft during operations, the coupling measured run-out measurements may not reflect the “true” alignment of the existing connecting shafts. An alignment survey shall be performed to establish and determine the true alignment of the existing operating machinery components to determine if there is any misalignment present.

2. Existing Machinery and Pinion Shafts:

The west secondary reducer was installed directly on the support with no shims. However, the east secondary reducer was installed with ½” shim plate between the reducer and support. The arrangement suggests that either the east and west pinion shafts may not have been set at the same vertical elevation during installation, or the structural steel for the supports were not set at the same elevation. The machinery was set to accommodate the elevation difference between the two (2) pinion shafts or the structural steel supports.

Shop drawing No. D-97943 shows the same outline for both secondary reducers. Contract drawing No. M-3 shows the pinion shafts at the same vertical elevation (center of roll). Contract specifications T468-3.2.4 and Shop drawing No. D-5265-04 required centers to align within 0.020” of center of roll at any point along the line.

It has been reported by others that during construction and bascule span shop fit up, the holes in the main girder webs for the pinion shaft bearings were not line bored. It is assumed the difference in shims at the secondary reducers was used to compensate for the vertical offset between the pinion shafts during the shop fit up of the bascule span.

3. Previous Coupling Repairs

During the 2018 annual in-depth inspection, the pinion shaft couplings were found with several bolt heads sheared off. It is understood that all coupling bolts were replaced during the inspection.

4. Observations of Other Machinery Components:

Rack and pinions gear tooth contact during bridge operations appeared to be acceptable. The live load assemblies appeared fully seated. Centering device appeared intact with no noticeable issues. The span and tail locks operated properly and was used to secure the movable span in the closed and open positions respectively with no issues during bridge operations.

The movable span track rails appeared visually aligned with the approach track rails. Tooth contact marks noted between the curved track and track plate appeared good. The components were adequately lubricated and no signs of misalignment were noted. It should be noted that “walking” of the span had been noted by others which is not uncommon for rolling lifts bascule bridges.

5. Temporary Coupling Repairs

The couplings were lubricated following the inspection and new coupling bolts were provided and torqued to the required manufacturers recommendation of 250 ft-lbs. Steel bands were fabricated and installed on the existing couplings as a temporary repair measure until the couplings are replaced. Two (2) steel bands were clamped to each coupling half, one on the sleeve and one on the hub; for a total of four (4) clamps per coupling (see Photo 8). New coupling bolts were provided for each coupling and torqued to the required manufacturers recommendation of 250 ft-lbs.

Description of Work

There are two major phases of work associated with this RFQ, the Preconstruction Phase Services (Phase 1) and the Construction Phase Services (Phase 2).

Scope of Pre-Construction Phase Services (Phase 1)

The objective of pre-construction and associated tasks is to create a teaming atmosphere that will allow the DEPARTMENT and the Construction Manager/General Contractor to work jointly to deliver the highest-quality Project within the budget as determined by the DEPARTMENT. As part of the design team, the Construction Manager/General Contractor will provide input on repair solutions, schedule, phasing, constructability, materials availability, value engineering, cost estimating, preparation of reports, and related services and activities for the DEPARTMENT throughout the design of the Project under a firm fixed price for services outlined in this RFQ. Pre-construction tasks to be performed by the Construction Manager/General Contractor shall include:

1. Provide a Project Manager and associated staff to consult with, advise, assist, and provide recommendations to the DEPARTMENT and the design team on all aspects of the planning, design, and proposed construction, as requested by the DEPARTMENT.
2. Participate in an initial goal-setting session with the DEPARTMENT. The outcome of this session will be to review the DEPARTMENT goals to ensure that the Construction Manager/General Contractor understands these goals and to allow the Contractor to provide recommendations to the DEPARTMENT regarding these goals.
3. Site assessment – Review the current condition of the New River Bridge. Review the level of damage to the bridge and temporary repairs, as well as the overall existing conditions of the bridge. Perform laser scans and other assessment/surveys of existing components to help determine the extent of the cracking and misalignment.
4. Perform as-found alignment measurements of the operating machinery including pinion/rack alignment and alignment of all operating machinery components. The operating machinery alignment shall be performed using a laser alignment tool which will require 360-degree rotation of each shaft with the bridge in the open and closed positions as well as two (2) intermittent positions in-between. In addition, perform as-found alignment of pinion shaft to pinion shaft centerlines using a laser tracker. Recommend a pinion shaft coupling replacement means and method and submit an alignment report and a coupling replacement procedure. It is critical that the alignment survey be performed immediately upon Phase 1

Contract Execution as the design concept evaluation will be aided by the results of the survey.

5. As part of the initial investigation of alignment of the bridge, the contractor shall evaluate the current bridge balance by conducting Strain Gage Measurements of the bascule span.
6. Due to space limitation in machinery room, the Contractor shall submit a detailed plan for installation of two new operating machinery pinion couplings.
7. Provide constructability and material availability reviews, along with written reports and recommendations, of the conceptual drawings being prepared by the DEPARTMENT'S selected engineering consultant firm.
8. Participate in formal constructability and material availability reviews that will be conducted at up to two milestones for the entire Project duration. These formal reviews will focus on identifying revisions to improve clarity for pricing, identifying potential design revisions that would reduce construction costs, and identifying elements to improve the time performance for the Project.
9. Provide regular oversight on various specific elements of the Project and provide recommendations on staging, sequencing, equipment storage, railroad coordination, utility removal and relocations, construction techniques, and materials that may be cost-effectively recycled during construction/demolition.
10. Participate in formal oversight constructability reviews with the DEPARTMENT's selected design firm on various specific elements of the Project and provide recommendations of such to the DEPARTMENT.
11. Submit written comments and recommendations to the DEPARTMENT regarding the development of the construction plans. These comments and recommendations shall address proposed construction staging and phasing; the need for field offices and bridge site access requirements during construction; construction equipment storage and laydown yards; use of public roads and detour routes; coordination of work with stakeholders along the Project corridor, including SFRTA and CSXT; coordination with utility owners surrounding disruptions and relocations; methodology for protection of properties during construction; techniques for mitigating dirt and debris during construction; process to address known hazardous material and remediation measures; means to address storm water management; treatment of temporary facilities and traffic management; measures to address noise, dust, and vibration during construction; proposed work hour schedule (including number of shifts and weekends); strategy to maintain access to all properties along the construction corridor; methodology to provide public and worker safety protection; and procedures to maintain Project security during construction.
12. Submit a report identifying materials that may be cost-effectively recycled during construction, including a cost estimate of potential cost increases or decreases from the baseline estimate.
13. Identify any long lead items that may cause schedule impacts. A list of long lead items requiring early design consideration shall be submitted to the DEPARTMENT for consideration as soon as possible after execution so that the Project schedule is not modified.
14. The Construction Manager/General Contractor shall work with the DEPARTMENT to finalize their subcontracting plan for accomplishing all construction work while complying with the DBE opportunities. The Construction Manager/General Contractor shall identify the plan to manage any subcontract that is not performing in accordance with the Project's requirements for budget control, on-time schedule

performance, safety, or quality control procedures. The Construction Manager/General Contractor shall identify a proposed management plan to oversee all subcontracting work efforts.

The following subcontracting terms and conditions shall apply to the Contractor during the preparation of the contracting plans:

- a. The Construction Manager/General Contractor shall give advance written notification to the DEPARTMENT of any proposed sub consulting agreement or subcontract negotiated under the Contract. The DEPARTMENT shall have the right to approve all subcontract agreements and sub consulting agreements, including any change or amendment to any agreements.
 - b. No change, removal, or substitution shall be made in any of the subcontractor or sub consulting agreements without prior written approval from the DEPARTMENT.
 - c. The Construction Manager/General Contractor shall be responsible for directing all work performed by subcontractors. The DEPARTMENT shall not be responsible for or direct any subcontractor to perform services that have not been previously authorized in that subcontractor's subcontract. Neither the Construction Manager/General Contractor nor the DEPARTMENT shall have any liability to subcontractors for work performed by subcontractors that has not been previously authorized under the subcontracting plan.
 - d. No subcontract shall provide for further subcontracting of the Work to a lower tier unless the subcontracting plan allows for such subcontracting. Any such additional subcontractors shall meet all the requirements set forth in the Contract for subcontracts and, in addition, shall include such other provisions as the DEPARTMENT, at its discretion, shall deem appropriate.
15. As part of the ongoing cost estimating for the Project, the Construction Manager/General Contractor shall prepare and submit to the DEPARTMENT two (2) versions of a LS Price Proposal at various stages of design. The determination of when a LS Price Proposal shall be prepared is at the discretion of the DEPARTMENT and shall be in a written format that identifies the risks and assumption that will be assumed when preparing the LS Price Proposal. The LS Price Proposal shall include the Total Construction Cost Elements for the DEPARTMENT's review and approval.
- On completion of the second LS Price Proposal, at an agreed design milestone as per the schedule, a final LS Price Proposal shall be prepared by the Construction Manager/General Contractor. If the final LS Price Proposal appears to be exceeding the DEPARTMENT's established engineer's estimate, the DEPARTMENT shall notify the Construction Manager/General Contractor accordingly and shall give the Construction Manager/General Contractor an opportunity to propose how to compete the Work within budget. If the DEPARTMENT and the Construction Manager/General Contractor cannot agree on a LS Price, the DEPARTMENT reserves the right to terminate the Contract and procure the Work in an alternative manner, as the DEPARTMENT deems appropriate.
16. Prior to development of the LS Price Proposal, the Construction Manager/General Contractor shall prepare a detailed baseline cost-loaded Critical Path Method (CPM) Schedule to serve as the Project Baseline Schedule, which identifies all activities and progress payment processing during construction. In addition to the CPM Schedule, the Construction Manager/General Contractor shall submit a finalized budget and schedule control management plan to ensure completion of construction within budget and in accordance with the Project Baseline Schedule.

17. The Construction Manager/General Contractor shall help the DEPARTMENT coordinate with any Project stakeholders on an as-needed basis.

The Construction Manager/General Contractor will not be delegated by the DEPARTMENT to act on the DEPARTMENT's behalf with Project stakeholders. However, the Construction Manager/General Contractor will be a member of the DEPARTMENT's Project team and will be requested to be a part of coordination meetings with the various Project stakeholders.

The Construction Manager/General Contractor shall support the DEPARTMENT in development of agreements with utility owners and other Project stakeholders, as necessary.

The Construction Manager/General Contractor shall collect detailed information required to create the plans identified in the following list:

- a. Prepare and submit a Safety Plan in compliance with the DEPARTMENT's safety program.
- b. Prepare and submit an Environmental Compliance Plan (ECP) that identifies how environmental compliance will be achieved during construction as well as any mitigation measure to be implemented.
- c. Develop, implement, and maintain a Quality Control Plan that assures equipment and material conformance to the applicable requirements of every section of the specifications. The Quality Control Plan shall focus on providing continuing attention to producing and installing error-free work that complies with the Contract. The Quality Control Plan shall include, at a minimum, provisions for continued education and training, toolbox meetings, various meetings with subcontractors and suppliers, and other activities designed to accomplish the following:
 - Emphasize the importance of high-quality work;
 - Stress the concept that quality is best achieved during initial installation of the work;
 - Enhance the exchange of technical and other information pertaining to quality throughout the Construction Manager/General Contractor's organization; and
 - Eliminate non-complying work requiring rework or replacement.
 - The Quality Control Plan shall include the Construction Manager/General Contractor assuring the quality of the work of the subcontractors at all levels.
 - The DEPARTMENT will provide some quality control and all quality assurance for the Project. The DEPARTMENT or its designee will perform limited inspection and testing to audit and verify that all work and materials comply with the drawings, specifications, and all reference standards. Audits will be performed on a systematic basis and will be coordinated with the Quality Control Plan or as warranted by general quality trends.
- d. Prepare and submit a Hazardous Material Plan (HMP) that identifies how anticipated and unanticipated hazardous materials will be handled during construction. Also address appropriate mitigation measures.

Scope of Construction Phase Services (Phase 2)

Upon completion of the services listed above under the Scope of Pre-Construction Services (Phase 1) and the DEPARTMENT's acceptance of a LS Price Proposal, the Construction Manager/General Contractor will enter Phase 2 construction services of the Contract. The tasks listed below are a representative list of tasks that may be requested of the Construction Manager/General Contractor. This list is not exhaustive, and tasks may be

added or deleted during the negotiations of the Phase 2 construction services scope of work and LS Price. Prices for these services will be included in the negotiated Supplemental Agreement(s) as part of the LS Price Proposal(s). The DEPARTMENT is also contemplating including Incentive/Disincentive Provisions as part of the project requirements for the completion of overall project completion.

The DEPARTMENT may choose to implement the repair work through a series of separate Supplemental Agreements to expedite the overall completion, The DEPARTMENT may also request that the CM/GC procure materials that require long lead times as part of a separate Supplemental Agreement(s).

The overall duration anticipated for Phase 2 Construction Services is 30 Calendar Days. All construction is expected to be completed in 30 Calendar Days and will require multiple crews to meet this deadline. The work will/may include, but not be limited to:

1. Hold a pre-construction conference before beginning any construction work on the Project.
2. Anticipated Scope of Repair Work

The cause of the cracks in the existing coupling hubs cannot be assigned to a single issue. However, issues noted may have contributed to the damage of the couplings. The recommendations below shall be evaluated and confirmed as part of the Phase 1 Scope and Repair investigation plan.

The existing damaged couplings should be replaced. Repair plans will be developed to replace both couplings. Provisions should be made as part of coupling replacement to inspect the existing pinion and reducer shaft surfaces and repair if required. As part of the coupling replacement work, provisions will be made for the existing shaft surfaces to be inspected, re-machined in-place if damaged or surface finishes do not meet the requirements set forth.

The repair work may require shifting or lifting the secondary reducers or any of the existing equipment in the machinery room as required to replace the existing couplings. It should be noted that the machinery room is tight, lifting or moving any of the heavy equipment may require special hoists.

The access to the machinery is through a narrow stair and a narrow door. Mobilizing the equipment to a shop could require access through the machinery room roof.

Once the repair work is complete, the bascule span shall be balanced.

3. Conduct weekly progress meetings with the DEPARTMENT. Prepare and distribute minutes of each meeting.
4. Assist in obtaining and complying with all necessary construction permits needed for the completion of the Project.
5. Maintain a qualified, full-time construction management staff comprised of the following Key Individuals: The key personnel identified in the Request for Letters of Interest.
6. Finalize a Baseline CPM Schedule for the Project. Maintain and update the schedule on a monthly basis to monitor Project progress, manage all construction work effort, establish a progress payment and tracking system, and keep the DEPARTMENT fully advised of the work status through submission of a monthly progress report that identifies any delays or impacts to the Baseline CPM Schedule. Prepare for the

DEPARTMENT's review a weekly 4-week look-ahead work schedule that is consistent with the overall Baseline CPM Schedule.

7. Make available at all times cost and budget estimates (including supporting materials and records) to the DEPARTMENT for review. Provide monthly reports in a format agreed to by the DEPARTMENT showing actual costs and work progress as compared to estimated cost projections, as compared to scheduled work progress, and as a percent of Project completion. The Construction Manager/General Contractor shall explain significant variations and provide information as requested by the DEPARTMENT.
8. Maintain current, hard copies, of all as-built drawings, including all subcontracted work, and submit as-built information on a monthly basis to the DEPARTMENT in hard copy and electronic formats. All CADD and electronic work effort shall be included as part of the LS price.
9. Develop a procedure for tracking, expediting, and processing all submittals, change orders, and requests for information (RFIs) ~~to~~ for the DEPARTMENT's review and approval prior to implementation.
10. Support the DEPARTMENT's public outreach program during Construction by working with the DEPARTMENT's Public Information Officers and providing regular and timely Project updates to the schedule and necessary construction notification as may be needed.
11. Maintain, protect, and implement an effective public and worker safety program in accordance with the Safety Plan developed during Pre-Construction. This program shall be enforced until Final Acceptance of all ~~Workwork~~.
12. Implement the effective environmental compliance and mitigation measures in accordance with the Environmental Compliance Plan (ECP) developed during Pre-Construction.
13. Implement an effective quality management program for all construction work in accordance with the Quality Control Plan developed during Pre-Construction.
14. Implement an effective hazardous material handling program for all construction work in accordance with the Hazardous Material Plan (HMP) developed during Pre-Construction.
15. Implement the subcontracting plan in accordance with the plans developed during Pre-Construction. Provide quarterly subcontracting reports that identify compliance with the goals and objectives of the subcontracting plan.
16. Implement measures to manage storm water runoff and dust during construction in accordance with the plans developed during Pre-Construction and in accordance with local jurisdictional requirements.
17. Coordination with SFRTA and CSXT for railroad right of way access and construction phasing accounting for railroad traffic throughout the duration of the field and site work. This includes providing railroad flagging in coordination with the DEPARTMENT and SFRTA, and complying with all SFRTA and CSXT safety requirements.
18. USCG Coordination and Permitting – The CM/GC shall be responsible for coordination with the USCG and will be responsible for any necessary permit modification. ~~and all permitting activities for any work within the navigable waterway with the USCG, throughout all phases of construction~~

A. Construction Manager/General Contractor (CM/GC) Responsibility:

The Construction Manager/General Contractor shall be responsible for design reviews for constructability, maintenance of rail traffic, demolition, and construction on or before the Project scheduled completion date agreed upon for each design review after selection. A detailed list of requirements is listed in the Project Introduction of this document. The Construction Manager/General Contractor shall coordinate with any utilities impacted by the construction.

The Construction Manager/General Contractor shall be responsible for compliance with Construction Criteria which sets forth requirements regarding survey, design coordination, construction, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Construction Manager/General Contractor may propose changes which differ from the approved design. Proposed changes must be coordinated through and approved by the DEPARTMENT. If changes are proposed to the configuration, the Construction Manager/General Contractor shall be responsible for preparing the necessary documentation required for the DEPARTMENT to analyze and satisfy requirements to obtain approval of the DEPARTMENT. The Construction Manager/General Contractor shall provide the required documentation for review and processing.

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

The Construction Manager/General Contractor shall demonstrate good Project management practices while working on this Project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation.

B. DEPARTMENT Responsibility

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

II. Schedule of Events

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

Date	Event
Friday, October 30, 2020	Official advertisement
Monday, November 9 ¹² , 2020	Mandatory project meeting at Broward Operations at 10:00 AM Broward Operations Center, 5548 NW 9th Ave, Fort Lauderdale, FL 33309. at 10:00 AM local time. This meeting will be held virtually via GOTOMEETING at the link below: https://global.gotomeeting.com/join/381204037 <u>You can also dial in using your phone.</u> <u>(For supported devices, tap a one-touch number below to join instantly.)</u> <u>United States: +1 (571) 317-3122</u> <u>- One-touch: tel:+15713173122,,381204037#</u> <u>Access Code: 381-204-037 Followed by site visit at CSX New River Bridge.</u>
<u>Monday, November 12, 2020</u>	<u>Mandatory Site Visit at 1:00 PM local time. This meeting will be held at 2101 SW 19th Avenue, Fort Lauderdale, FL 33315</u>
Monday, November 16, 2020	Letter of Interest due to d4.designbuild@dot.state.fl.us , via email by 11:00 AM local time
Wednesday, November 18, 2020	Ranking Meeting/Public meeting 9:00 AM local time
Thursday, November 19, 2020	Proposal Evaluators submit evaluations of letter of interest to Procurement Services office by 2:00 PM local time
Friday, November 20, 2020	Public Meeting of Selection Committee – Intent to Award 2:00 PM local time and concurrence to execute CMGC contract
Friday, November 20, 2020	Posting of Intent to Award – 72 hours protest period
Monday, November 30, 2020	Award Date (Phase 1, Preconstruction Services)
Thursday, December 3, 2020	Anticipated Execution Date CMGC E4V02 (Phase 1, Preconstruction Services)
Friday, December 18, 2020	90% plans available for review from designer
Tuesday, December 22, 2020	Contractor Submits Opinion of Probable Construction Cost (OPCC) with 90% plan review
Tuesday, December 29, 2020	Designer submits 100% plans for review
Thursday, December 31, 2020	Contractor submits OPCC with 100% plan review
Wednesday, January 6, 2021	Designer submits final signed and sealed plans
Wednesday, January 13, 2021	Execute Contract <u>Supplemental Agreement</u> for Phase 2 Construction Services

Friday, February 12, 2021	Complete Construction
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III. Threshold Requirements.

A. Qualifications

Proposers are required to be certified by the DEPARTMENT as qualified in accordance with Section 337.14(1), Florida Statutes, and Rule 14-22, Florida Administrative Code

F.B. Price Proposal Guarantee

For Construction Services, a Price Proposal guaranty in an amount of not less than five percent (5%) of the total price proposal amount shall accompany the Proposer's Price Proposal for Phase 2, Construction Services. The Price Proposal guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the DEPARTMENT. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The Price Proposal guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the Price Proposal guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The Price Proposal guaranty of the Proposers' shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

G.C. Mandatory Project Overview and Site Visit

Attendance at the project overview and site visit meeting is mandatory. Any Construction Manager/General Contractor failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of this meeting is to provide a forum for the DEPARTMENT to discuss with all ~~invited~~ parties the proposed Project, the design and construction scope, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals/LOI, Design Exceptions, Design Variations, and other relevant issues. In the event that any discussions at the site visit meeting require official additions, deletions, or clarifications of the Request for Proposal or any other document, the DEPARTMENT will issue a written addendum to this Request for Proposal as the DEPARTMENT determines is appropriate. No oral representations or discussions, which take place at the site visit meeting, will be binding on the DEPARTMENT. Proposers shall direct all questions to the DEPARTMENT's Procurement Office using the email address below:

d4.designbuild@dot.state.fl.us

Failure by a Proposer to attend or be represented at the site visit meeting will deem the Proposer non-responsive. Proposals found to be non-responsive will not be considered. All Proposers must be present and signed in prior to the start of the mandatory site visit meeting. The convener of the meeting will circulate the attendee sign in sheet at the time the meeting was advertised to begin. Once all Proposers have signed, the sign in sheet will be taken and the meeting will "officially" begin. Any Proposer not signed in at the "official" start of the meeting will be considered late and will not be allowed to propose on the Project.

All Proposers are limited to two (2) participants attending the project overview and site visit. All participants are required to have taken the SFRTA RWP training and are required to meet all SFRTA PPE requirements. Any participants requiring RWP training must request the training no later than Monday, November 2, 2020 10:00 am and complete the training before the Project Meeting/Site Visit.

H.D. Non-Responsive Proposals/LOIs

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

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States DEPARTMENT of Labor's System for Award Management (SAM) list.

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

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

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

I.E. DEPARTMENT's Responsibilities

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

J.F. Construction Manager/General Contractor Contract

The DEPARTMENT will enter into a Lump Sum (LS) contract with the successful Construction Manager/General Contractor for the Phase 1 Pre-Construction Services. The LS contract will include all cost associated with pre-construction services.

If the DEPARTMENT is satisfied with the performance of the Construction Manager/General Contractor, their approach to building the project, and their LS Price Proposal for Phase 2, Construction Services, the DEPARTMENT anticipates executing supplemental agreement(s) with the Construction Manager/General Contractor.

If the DEPARTMENT is not satisfied with the performance of the Construction Manager/General Contractor, or if their LS Price Proposals for Phase 2, Construction Services are not acceptable, the DEPARTMENT reserves the right to terminate the CM/GC process, and procure the project by some other method

All costs related to the preparation of the Proposal are the sole responsibility of the Proposer.

K-G. Construction Manager/General Contractor Method of Compensation & Funding

The DEPARTMENT will enter into a LS Contract with the selected Construction Manager/General Contractor for Phase 1, Preconstruction Services. All compensation for Phase 1 Preconstruction Services is payable at completion of Phase 1, as determined by the Department, for all services rendered under this phase. The LS price for all work and services provided during Phase 1 Preconstruction Services shall be \$50,000.00, which includes the cost of precision laser scanning survey and strain gage measurement as noted in the Phase 1 Scope above. Phase 2, Construction Services will be negotiated during the successful advancement/completion of the Phase 1 Services. The Construction manager/General Contractor's submitted Price Proposal (time and cost) is to be a LS Price Proposal for completing the scope of work detailed in the contract terms. Funds are contingent upon annual appropriation. This Contract is subject to Section 334.30, Florida Statutes.

Invoicing the DEPARTMENT:

1. For Phase 1 Pre-Construction Services, the invoicing will be processed for payment at the completion of the services as determined by the DEPARTMENT as defined in the Pre-construction Services Agreement between the CM/GC and the DEPARTMENT.
2. For Phase 2 Construction Services the CM/GC shall submit a Schedule of Values for review and approval by the DEPARTMENT, which will be used as a basis of progress payments in accordance to the current version of the State of Florida Standard Specifications for Road and Bridge Construction
3. Section 337.145 of the Florida Statutes, providing for offsetting payments, is not applicable to this Contract.
4. Nothing contained in this provision constitutes a waiver or release of the Construction Manager's/General Contractor's responsibility to properly perform all of its obligations under this Contract.

Extra Work Costs and Delay Costs:

For Phase 2 Construction Services, The DEPARTMENT shall compensate the Construction Manager/General Contractor for amounts due for Extra Work Costs or Delay Costs in accordance with the FDOT Standard Specifications for Road and Bridge Construction.

IV. Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

The DEPARTMENT of Transportation has an overall, race-neutral DBE goal. This means that the State's goal is to spend a portion of the highway dollars with Certified DBE's as prime contractors 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 DBE's associated with the different types of work that will be required.

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

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

B. DBE Supportive Services Providers:

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

V. Project Requirements and Provisions for Work.

A. Governing Regulations:

The services performed by the Construction Manager/General Contractor shall be in compliance with all applicable Manuals and Guidelines including the DEPARTMENT, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the DEPARTMENT at the date of Project Notification of this contract with the exception of the Standard Specifications for Road and Bridge Construction, Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. The Construction Manager/General Contractor shall use the edition of the Standard Specifications for Road and Bridge Construction, Special Provisions and Supplemental Specifications, FDOT Standard Plans and applicable Interim Revisions in effect at the time of Project Notification. The Construction Manager/General Contractor shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the CM/GC responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. American Railway Engineering Maintenance-of-Way Association Manual for Railway Engineering (AREMA Manual), 2013
 - a. Chapter 8 – Concrete Structures and Foundations
 - b. Chapter 15 – Steel Structures

2. CSXT Criteria for Ballast Deck Railroad Bridges
3. CSXT Criteria for open Deck Railroad Bridges
4. Florida DEPARTMENT of Transportation Design Manual (FDM)
<http://www.fdot.gov/roadway/FDM/>
5. Florida DEPARTMENT of Transportation Specifications Package Preparation Procedure
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
6. Florida DEPARTMENT of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>
7. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)
<http://www.fdot.gov/roadway/FDM/>
8. Florida DEPARTMENT of Transportation Standard Specifications for Road and Bridge Construction, Dated July 2020, Special Provisions and Supplemental Specifications
<http://www.fdot.gov/programmanagement/default.shtm>
9. Florida DEPARTMENT of Transportation Surveying Procedure 550-030-101
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
10. Florida DEPARTMENT of Transportation EFB User Handbook (Electronic Field Book)
http://www.fdot.gov/geospatial/doc_pubs.shtm
11. Florida DEPARTMENT of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
12. Florida DEPARTMENT of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
13. Florida DEPARTMENT of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>
14. Florida DEPARTMENT of Transportation Computer Aided Design and Drafting (CADD) Manual
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
15. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
16. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
17. Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>

18. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
19. Florida DEPARTMENT of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
20. Florida DEPARTMENT of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
21. Florida DEPARTMENT of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
22. Florida DEPARTMENT of Transportation Utility Accommodation Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0
23. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
24. Florida DEPARTMENT of Transportation Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
25. Florida DEPARTMENT of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
26. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
27. 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>
28. Florida DEPARTMENT of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
29. Florida DEPARTMENT of Transportation Driveway Information Guide
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
30. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
31. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

32. Florida DEPARTMENT of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>

B. Innovative Aspects:

The DEPARTMENT seeks to solicit innovative aspect from the Construction Manager/General Contractor during both the Pre-Construction and Construction Phases

C. Environmental Permits:

1. Storm Water and Surface Water:

Plans will be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

2. Permits:

The Construction Manager/General Contractor shall be responsible for coordinating with the DEPARTMENT if modifications to the issued permits are necessary to accurately depict the final design. The Construction Manager/General Contractor shall be responsible for providing any necessary information if permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Construction Manager/General Contractor shall assist the DEPARTMENT with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for re-submittal to the agencies. The CM/GC shall fully comply with all permit requirements and conditions and will be solely responsible for all fines and restrictions imposed by the regulatory permit agencies.

All applicable data will be prepared by the DEPARTMENT in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the DEPARTMENT. Preparation of complete permit packages will be the responsibility of the DEPARTMENT. The Construction Manager/General Contractor is responsible for complying with all requirements included in permit application packages. As the permittee, the DEPARTMENT is responsible for preparing and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the Project is Federal or state funded. Once the DEPARTMENT has submitted the permit application, the Construction Manager/General Contractor is responsible for complying with requirements of the environmental permitting agencies and identifying any modifications required for construction operations as approved by the DEPARTMENT. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the District Environmental Permits Office. If any agency rejects or denies the permit application, it is the responsibility of the Project Team to make whatever changes necessary to implement the repairs to ensure the permit application is approved. The Construction Manager/General Contractor shall be responsible for assisting the DEPARTMENT in acquiring any necessary permit extensions or re-permitting in order to keep the environmental permits valid throughout the construction period.

The Construction Manager/General Contractor shall be responsible for complying with all permit conditions.

D. Railroad Coordination:

The Department will conduct the required railroad contract negotiations and plans review coordination. All required Railroad Reimbursement Agreements will be between the railroad and the Department. Copies of the approved Agreements will be made available to the CM/GC. The CM/GC must comply with the terms of these agreements. The CM/GC must make the necessary arrangements with the railroad prior to encroachments into the railroad rights-of-way. The CM/GC will make any recommendations to the DEPARTMENT for any special conditions, such as train operating speed, for the railroad during construction for the DEPARTMENT to coordinate with the railroad.

Pursuant to 7-11.4 in the Standard Specifications, written advanced notification of the flagging services and railroad right-of-way access required, construction timeframe, and duration to the Engineer and District Rail Office at least 14 calendar days prior to beginning any operation within the limits of the railroad right-of-way or the adjoining 15 feet. Operations include the movement of employees, equipment, and trucks in areas other than public crossings or any traffic signal work within 500 feet of a signalized at-grade railroad crossing. The Railroad Company will notify the District Rail Office when flaggers are available for use in project scheduling.

No operations shall be conducted that affect railroad operations and property without written approval from the railroad.

Submit written notification to the Engineer, District Rail Office and the authorized Railroad Representative at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at locations other than an established public crossing; and any other work that may affect railroad operations or property.

Unless instructed otherwise in writing by the Railroad Company, do not perform work within or adjacent to the railroad right-of-way without a flagger present (including temporary lane closures, lane shifts or detours). Comply with requirements deemed necessary by the railroad company's authorized representative to safeguard the railroad's property and operations.

The Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right-of-way. The work includes all items necessary to relieve the flagger from providing protective services.

Costs incurred by the Railroad Company for Contractor-caused delays that adversely impact railway operations not previously agreed to will be forwarded to the Contractor for payment. If the Contractor fails to pay said cost, the Department will deduct the amount from payments owed to the Contractor.

Complete the On-Track Contractor Roadway Worker Training Course for South Florida Regional Transportation Authority (SFRTA) Railway.

The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Department will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

Submit construction schedules and schedule changes to the Engineer and District Rail Office which include an estimated start date, weekly construction schedule, daily hours of operation, and the calendar day duration for which flagging services will be necessary to perform work activities within railroad right-of-way in accordance with 8-3.2.

The DEPARTMENT contact person is Ms. Yanique Kelly (Railroad Coordinator - District Four). Ms. Kelly can be reached by phone at 954-777-4561 or email yanique.kelly@dot.state.fl.us.

The SRFTA contact person is Mr. Joe Riley. Mr. Riley can be reached by phone at 954-788-7892 or email rileyj@sfrta.fl.gov.

Railroad Protective Insurance

The CM/GC shall obtain Railroad Protective Insurance, as stated in the Railroad Reimbursement Agreement with SFRTA; “The Department will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in the combined amount of \$2,000,000 for all personal injuries, death, or for property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by federal funds, with respect to bodily injury, death, or property damage, is limited to a combined amount of \$6,000,000 per occurrence unless approval for a larger amount by FHWA Division Administrator is made a part of this agreement. The Department will also require its contractor to furnish to the Department a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$2,000,000 for all personal injuries, death, or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the US Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.”

Proof of insurance shall also be forwarded to Ms. Yanique Kelly, FDOT Railroad Coordinator: yanique.kelly@dot.state.fl.us.

E. Survey:

The DEPARTMENT will perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Design phase of the Project except the necessary alignment survey. The CM/GC is responsible for performing the alignment survey in order to finalize the design. The CM/GC will be responsible for all survey required for the Construction Services. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the District Surveyor in a DEPARTMENT approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the DEPARTMENT’s Surveying and Mapping Procedure, Topic Nos. 550-030-101, and the Surveying and Mapping Handbook.

F. Verification of Existing Conditions:

The Construction Manager/General Contractor shall be responsible for verification of existing conditions, including research of all existing DEPARTMENT records and other information.

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

G. Submittals:

1. Component Submittals:

The Construction Manager/General Contractor may be required to review components of the contract plans set instead of the entire contract plan set; however, sufficient information from other components will be provided to allow for a complete review. In accordance with the FDOT Design Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, lighting and structural.

2. Phase Submittals:

The Construction Manager/General Contractor will provide design reviews for each phase submittal listed below to the DEPARTMENT's Project Manager. The particular phase will be clearly indicated on the documents. The DEPARTMENT's Project Manager will send the documents to the CM/GC office for review and comment. All comments requiring a response from the ~~Construction Manager/General Contractor~~ DEPARTMENT'S Engineer of Record will require satisfactory resolution as determined by the DEPARTMENT.

90% Phase Submittal

1 copy of 11" X 17" plans (all required components)

1 copy of design documentation

1 copy of Technical Special Provisions

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

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

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

Final Submittal

1 set of signed and sealed 11" X 17" plans (all required documents)

1 copy of signed and sealed 11" X 17" plans

1 set of signed and sealed design documentation

1 copy of signed and sealed design documentation

1 set of final documentation

1 signed and sealed Construction Specifications Package or Supplemental Specifications Package

1 copy of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package

1 of electronic copy of Technical Special Provisions in .pdf format

All of the submittal review comments shall be submitted electronically in .pdf format.

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

The Construction Manager/General Contractor shall review 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

3. Requirements to Begin Construction:

Construction Services:

If the DEPARTMENT determines that the Construction Manager/General Contractor has been successful in meeting the goals of the project, the Construction Manager/General Contractor may be given an opportunity to prepare and submit official price proposal(s) for construction potentially before final design is complete. The Construction Manager/General Contractor will be required to share pricing information with the project team to facilitate price discussions and to help ensure the DEPARTMENT is receiving a fair LS price for the work. The DEPARTMENT may utilize an Independent Cost estimator (ICE) and a Third-Party Estimator, to evaluate the Construction Manager/General Contractor's OPCC(s) and price proposal. If the DEPARTMENT is satisfied with the performance of the Construction Manager/General Contractor, their approach to building the project, and their price, the DEPARTMENT anticipates executing the construction ~~contract~~-supplemental agreement to the CM/GC.

If the DEPARTMENT is not satisfied with the performance of the CM/GC, or if their prices are not acceptable, the DEPARTMENT reserves the right to terminate the CM/GC process, and/or procure the project by some other method.

As-Built Set:

For Phase 2, Construction Services, the Construction Manager/General Contractor shall assist the DEPARTMENT in completing the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans will be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Construction Manager/General Contractor or the DEPARTMENT in the form of revisions.

The DEPARTMENT will review the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

H. Contract Duration:

The Construction Manager/General Contractor shall work with the DEPARTMENT to finalize a project timeline for the Preconstruction Phase Services and the Construction Phase services. Pre-Construction Services Estimated Duration 30 Days and Construction Services Estimated Duration 30 Calendar Days.

I. Project Schedule:

Construction Phase Services

The Construction Manager/General Contractor shall submit a CPM Schedule, in accordance with Subarticle 8-3.2 (Division I Specifications).

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

- Existing Machinery Alignment Survey
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Construction Mobilization
- Superstructure Repair Design
- Superstructure Repair Construction
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the CM/GC
- Final Completion Date for All Work

J. Key Personnel/Staffing:

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

K. Meetings and Progress Reporting:

The Construction Manager/General Contractor 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
- Maintenance of Traffic Workshop
- Permit agency coordination

- Scoping Meetings

During design, the Construction Manager/General Contractor shall meet with the DEPARTMENT's Project Manager on a Bi-weekly basis at a minimum and provide a 4 week look ahead of the activities to be completed during the upcoming month.

During construction, the Construction Manager/General Contractor shall meet with the DEPARTMENT's Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Construction Manager/General Contractor shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

L. Public Involvement:

1. General:

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The DEPARTMENT, or its designated representative, will serve as the Public Involvement Consultant (PIC) to carry out an exhaustive Public Involvement Campaign and a marketing effort. The Construction Manager/General Contractor will assist the DEPARTMENT in the Public Involvement effort as described below.

4.2. Community Awareness:

The Construction Manager/General Contractor will review and comment on a Community Awareness Program provided by the PIC for the Project.

5.3. Public Meetings:

The Construction Manager/General Contractor shall provide supporting materials necessary for various public meetings, which may include:

- Public Information Meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, marinas, environmental groups, minority groups and individuals)
- Open Houses
- Virtual Public Meetings

The Construction Manager/General Contractor shall include attendance at two meetings per month for the term of the contract to support the public involvement program.

For any of the above type meetings the Construction Manager/General Contractor shall provide technical assistance, data and information, and information necessary for the day-to-day exchange of information

with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the proposed Project will create. This includes workshops, information meetings, open houses, and public hearings.

The Construction Manager/General Contractor shall, as determined by the DEPARTMENT, attend the meetings with an appropriate number of personnel to assist the CEI/DEPARTMENT. The Construction Manager/General forward all requests for group meetings to the CEI/DEPARTMENT. The Construction Manager/General Contractor shall inform the CEI/DEPARTMENT of any meetings with individuals that occur without prior notice.

6.4. **Public Workshops, Information Meetings:**

The Construction Manager/General Contractor shall provide all the support services listed in No. 3 above. All legal/display advertisements announcing workshops, information meetings, and public meetings will be prepared and paid for by the DEPARTMENT.

The DEPARTMENT will be responsible for preparing and mailing (includes postage) for all letters announcing the associated workshops and information meetings.

7.5. **Public Involvement Data:**

The Construction Manager/General Contractor is responsible for the following:

- Coordinating with the DEPARTMENT.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the DEPARTMENT.
- Providing required expertise (staff members) to assist the DEPARTMENT on an as-needed basis.
- Preparing color graphic renderings and/or computer-generated graphics to depict the proposed improvements for coordination with the DEPARTMENT, local governments, and other agencies.
- Providing information to the DEPARTMENT to keep the DEPARTMENT website current.

The Construction Manager/General Contractor shall provide records of all public correspondence, written or verbal, to the DEPARTMENT throughout the life of the Project.

The Construction Manager/General Contractor may be asked by the CEI/DEPARTMENT to prepare draft responses to any public inquiries as a result of the public involvement process.

8.6. **Design:**

The Construction Manager/General Contractor shall provide a Design Review Plan which describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The CM/GC will follow and implement this Design Review Plan as part of the preconstruction services.

9.7. Construction Phase Services:

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

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

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

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

The DEPARTMENT shall maintain its rights to inspect construction activities and request any documentation from the Construction Manager/General Contractor to ensure quality products and services are being provided in accordance with the DEPARTMENT's Materials Acceptance Program.

M. Liaison Office:

The DEPARTMENT and the Construction Manager/General Contractor will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project.

N. Schedule of Values:

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

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

The Schedule of Values approved by the DEPARTMENT will be the basis for determining each monthly progress estimate and the final estimate. The quantities will be compared with the Project schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted. The Construction Manager/General Contractor shall assign the Schedule of Values to the activities in the CPM 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 Construction Manager/General Contractor pursuant to the Cash Availability Schedule for the Project. The monthly progress estimates cut-off date will be the first Sunday of the month.

Prompt Payment Law:

Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has five (5) working days from the date the monthly progress estimate is created to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the DEPARTMENT of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

Invoices will be reduced for amounts invoiced and earned but in excess of the amounts available per the Cash Availability Schedules as outlined in Sections III. L.

If a payment is not available within forty (40) days of the DEPARTMENT's receipt of an invoice payable pursuant to the Cash Availability Schedule for the Project, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the payable invoice amount, to the Design-Build Firm. Interest penalties of less than one (1) dollar will not be enforced unless the Construction Manager/General Contractor requests payment. Invoices that have to be returned to a Construction Manager/General Contractor because of Construction Manager/General Contractor preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice pursuant to the Cash Availability Schedule is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516 or by calling the DEPARTMENT of Financial Services Division of Consumer Services, 1-877-693-5236.

O. Construction Engineering and Inspection:

The DEPARTMENT is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The Construction Manager/General Contractor is subject to the DEPARTMENT's Independent Assurance (IA) Procedures.

P. Testing:

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

Q. Adjoining Construction Projects:

The Construction Manager/General Contractor shall be responsible for coordinating all construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the DEPARTMENT, other regional and state agencies, or private entities.

R. Issue Escalation:

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

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

The Construction Manager/General Contractor shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

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

VI. Additional Construction Criteria.

A. General:

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

B. Shop Drawings:

The Construction Manager/General Contractor shall be responsible for the preparation and approval of Shop Drawings in accordance with the Standard Specifications, Section 5-1.4. 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 Record (EOR), and Specialty Engineer, as appropriate. All "Approved" and "Approved as Noted" Shop Drawings submitted to the DEPARTMENT for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). The DEPARTMENT shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Construction Manager/General Contractor. The DEPARTMENT's procedural review of Shop Drawings is

to assure that the EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The DEPARTMENT's review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the DEPARTMENT will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

C. Sequence of Construction:

The Construction Manager/General Contractor shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the existing railroad operations and waterway operations as coordinated with FDOT and maintaining agencies.
2. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
3. Coordinate with adjacent construction Projects and maintaining agencies.

D. Stormwater Pollution Prevention Plans (SWPPP):

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

E. Transportation Management Plan:

The Construction Manager/General Contractor must assist in the development and implementation a Transportation Management Plan in accordance with the DEPARTMENT's FDOT Design Manual.