

Florida Department of Transportation
District 5

**CONSTRUCTION MANAGER / GENERAL
CONTRACTOR
REQUEST FOR PROPOSAL
for
Marion County ITS Operational Improvements**

**Financial Projects Number(s): 436361-1-52-01
Federal Aid Project Number(s): D521-058-B
Contract Number: E59A4**

Addendum No. 2
August 23, 2021

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ATTACHMENTS

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

Notice to Contractor
Open Book Cost Estimating Requirements

Proposal Forms can be downloaded from the website link:

<https://www.fdot.gov/contracts/d5/lettings/cmccg>:

1. Minimum Requirements Statement
2. Proposal of Proposer (375-020-08)
3. DBE Forms (as applicable)
4. Vendor Certification Regarding Scrutinized Companies List (375-030-60)

REFERENCE DOCUMENTS

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

Systems Engineering Documentation:
Project Systems Engineering Management Plan
Concept of Operations
System Validation Plan

I. Introduction.

The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for pre-construction, and potentially construction services, for Marion County ITS Operational Improvements. The operational improvements consist of ITS network upgrades—including wireless communication equipment, fiber optic cable, and fiber optic communication equipment—to enhance Marion County’s regional ITS network (herein referred to as the “system”). For more information about the improvements and system requirements, please refer to the systems engineering documents provided as RFP reference documents.

The Department is seeking to solicit proposals to hire a CMGC to assist the Department with pre-construction services including constructability reviews, material availability analysis, cost estimates and other associated tasks, to arrive at recommendations for the design, procurement, and installation of the system as determined by the Department and the Project Team. The Department’s selected engineering consultant firm, known herein as the Design Consultant, will be responsible for preparation of plans, specifications, and supporting engineering analysis.

CMGC 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 pre-construction services. If the Department determines that the CMGC has been successful in meeting the goals of the project, the CMGC will prepare and submit an official price proposal for construction potentially before final design is complete. The CMGC 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 CMGC’s Lump-Sum (LS) Price Proposal. If the Department is satisfied with the performance of the CMGC, their approach to building the system, and their price, the Department anticipates executing supplemental agreement(s) with the CMGC for construction of the project. The Department may choose to implement the work through one Supplemental Agreement or a series of separate Supplemental Agreements to expedite the overall completion. The Department may also request that the CMGC procure materials that require long lead times as part of a separate Supplemental Agreement as part of the Pre-Construction Services.

If the Department is not satisfied with the performance of the CMGC, or if their prices are not acceptable, the Department reserves the right to terminate the CMGC process, and/or procure the project by some other method and retain all the information/materials developed or procured. Any materials purchased by the CMGC through a Supplemental Agreement, at the request of the Department, would be reimbursed by the Department in the event the Department terminates the CMGC process.

Description of Work

There are two major phases of work associated with this project: Phase 1 – Pre-construction Services; Phase 2 - Construction Services. This RFP will procure a CMGC to assist the Department with Phase 1 – Pre-construction Services. The Department, at the Department’s discretion, may elect to move forward with Phase 2 – Construction services under a separate agreement where the CMGC provides construction services.

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 CMGC to work jointly to deliver the highest-quality Project within the budget determined by the Department. As part of the Project Team, the CMGC will provide input on 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 fixed price for services outlined in this RFP. Pre-construction tasks to be performed by the CMGC shall include:

1. Provide a Project Manager and support staff to consult with, advise, assist, and provide recommendations to the Department and the design team on all aspects of the planning, design, and installation of the system, as requested by the Department.
2. Participate in an initial goal-setting session with the Department. The purpose of this session will be to review the Department goals to ensure that the CMGC understands these goals and to allow the CMGC to provide recommendations to the Department regarding these goals.
3. Participate in up to three risk assessment meetings and assist with developing mitigating strategies for risks identified during these meetings.
4. Site assessment – Review the work area defined in the plans produced by the Design Consultant. Assess maintenance of traffic challenges, staging areas, equipment mounting options, and assess use of existing conduits and pull boxes.
5. Spectrum Analysis and Line of Sight Assessment – Perform spectrum analysis and wireless link line of sight assessment as the CGMC sees fit in order to determine the best wireless networking solution. At this time deployment of approximately 100 wireless communication devices is anticipated.
6. Provide conduit proofing for up to 1,000’ of existing conduit to determine if the conduit is viable for installation of new fiber optic cabling and other communication cabling.
7. Participate in up to two formal design reviews of the Design Consultant’s design performed at different stages of the plans production process. These reviews will focus on identifying ways to reduce unknowns for improved pricing, improve clarity, identify potential cost savings through design changes or construction methods, and ways to shorten the construction time. The CMGC must submit comments and recommendations addressing, but not limited to, the following:
 - a. Construction staging and phasing
 - b. Utility coordination to minimize disruptions and relocations
 - c. Maintenance of communication during construction, including lane closure restriction times
 - d. Access to work areas
 - e. Potential construction risks and recommendations for mitigation strategies
 - f. Safety during construction
 - g. Security during construction
 - h. Testing and integration requirements and need
8. Provide recommendations on staging, sequencing, equipment storage, maintenance of traffic, maintenance of communication, and construction methods.
9. Participate in informal constructability reviews with the Design Consultant and provide recommendations on ways to improve the design or make it easier, faster, or less costly to construct.
10. Identify any materials with lengthy procurement times that may create schedule impacts. Provide a list of long lead items requiring early design consideration to the Department for consideration as soon as possible to help mitigate schedule impacts.

11. Work with the Department to finalize a subcontracting plan for accomplishing all construction work while complying with DBE opportunities. Provide a plan to manage subcontractors that are not performing in accordance with the Project's requirements for budget control, schedule performance, safety, or quality control. The following subcontracting terms and conditions shall apply to the CMGC during pre-construction:
 - a. Provide advance written notification to the Department of any subconsultant agreement or subcontract negotiated under the Contract. The Department shall have the right to approve all subcontract agreements and subconsultant agreements, including any changes or amendments to any agreements.
 - b. No change, removal, or substitution shall be made in any of the subcontractor or subconsultant agreements without prior written approval from the Department.
 - c. The CMGC 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 CMGC 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.
12. As part of the ongoing cost estimating for the Project, the CMGC shall prepare and submit to the Department two versions of a lump-sum Price Proposal at various stages of design. The determination of when a Price Proposal shall be prepared is at the discretion of the Department and shall be in a written format that identifies the risks found and assumptions used when developing the Price Proposal. The Price Proposal shall include the total construction cost for the Department's review and approval. Following completion of the first Price Proposal, at an agreed design milestone, the CMGC must prepare a final Price Proposal. If the final lump-sum Price Proposal appears to exceed the Department's established engineer's estimate, the Department shall notify the CMGC accordingly and shall give the CMGC an opportunity to propose how to complete the work within the engineer's estimate. If the Department and the CMGC cannot agree on a lump-sum price, the Department reserves the right to terminate the Pre-Construction (Phase 1) Contract and procure the Work in an alternative manner, as the Department deems appropriate.
13. Prior to development of the final Price Proposal, the CMGC shall prepare a detailed baseline cost-loaded Critical Path Method (CPM) schedule to serve as the project's baseline construction schedule, which identifies all activities and progress payment processing during construction.
14. The CMGC 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, but the CMGC will be considered to be a member of the Department's Project Team and may be requested to be a part of coordination meetings with the various Project stakeholders. The CMGC shall support the Department in developing of agreements with utility owners and other Project stakeholders, as necessary.
15. The CMGC shall collect detailed information required to create the plans identified in the following list:
 - a. Safety Plan
 - b. Quality Control Plan

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 Price Proposal, the CMGC will enter Phase 2, Construction Phase Services of the Contract. The tasks listed below are a representative list of tasks that may be requested of the CMGC. This list is not exhaustive, and tasks may be added or deleted during the negotiations of the Phase 2 Construction Phase Services scope of work and lump-sum price.

1. Hold a pre-construction conference before construction starts.
2. Construct, integrate, and test the system in accordance with the plans and specifications developed by the Design Consultant.
3. Develop a Test Plan for the system that complies with the plans and specifications developed by the Design Consultant.
4. System Verification Testing by completing the Test Plan. CMGC will address any problems found during testing prior to final acceptance.
5. Conduct weekly progress meetings with the Department. Prepare and distribute minutes from each meeting.
6. Assist in obtaining and complying with all necessary permits needed for completion of the Project.
7. Maintain a qualified, full-time management staff.
8. Maintain and update the baseline CPM monthly to monitor progress, manage all construction efforts, establish a progress payment and tracking system, and keep the Department advised on the work status through submission of monthly progress reports that identify delays or impacts to the baseline CPM schedule. Prepare and submit a two-week look ahead schedule to the Department on a weekly basis that is consistent with the baseline CPM schedule.
9. 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 CMGC shall explain significant variations and provide information as requested by the Department.
10. 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 lump-sum price.
11. Develop a procedure for tracking, expediting, and processing all submittals, change orders, and requests for information (RFIs) for the Department's review and approval prior to implementation.
12. 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.
13. 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 the project.
14. Implement an effective quality management program for all construction work in accordance with the Quality Control Plan 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.

The Department may choose to implement the system installation through a series of separate Supplemental Agreements to expedite the overall completion. The Department may also request that the CMGC procure materials that require long lead times as part of a separate Supplemental Agreement(s).

Florida Statute 337.025 allows for the use of Construction Manager/General Contractor (CM/GC) contracts as an innovative contracting technique. The Federal Code 23 CFR (630 & 635), section 1303 of the Administration Moving Ahead for Progress (MAP21) effective January 3, 2017 authorizes the use of CM/GC contracting method.

II. Schedule of Events.

Below is the current schedule of the events that will take place in the procurement process for Phase 1, Pre-construction Services. The Department reserves the right to make changes or alterations to the schedule as the Department determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Department, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Table 1: Schedule of Events

Date	Event
Monday, August 02, 2021	Official Advertisement
Friday, August 27, 2021 at 11:00 AM	Letters of Interest Due
Wednesday, September 1, 2021 at 2:00 PM	TRC submit evaluations of Letter of Interest to Procurement
Tuesday, September 7, 2021 at 9:30 AM	Public Meeting of Selection Committee to determine Intended Award at District Office (719 S. Woodland Blvd. DeLand, FL 32720)
Tuesday, September 7, 2021	Posting of Intent to Award
Monday, September 13, 2021	Anticipated Award Date (Phase 1, Pre-construction Services)
Thursday, September 16, 2021	Contractor Executes Contract (Phase 1, Pre-construction Services)
Thursday, September 23, 2021	FDOT Executes Contract

III. Threshold Requirements.

A. Qualifications

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

B. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained and the project advertisement. 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.

C. Modification or Withdrawal of Proposal

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

D. Department's Responsibilities

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

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

E. CMGC Contract

The Department will enter into a Lump-Sum contract with the successful CMGC for Phase 1, Pre-Construction Services. The contract will include all costs associated with pre-construction services.

If the Department is satisfied with the performance of the CMGC during Phase 1, their approach to building the project, and their Price Proposal for Phase 2, the Department anticipates executing supplemental agreement(s) with the CMGC.

If the Department is not satisfied with the performance of the CMGC, or if their Price Proposals are not acceptable, the Department reserves the right to terminate the CMGC 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.

G. CMGC Contract Method of Compensation

The Department will enter into a Lump-Sum Contract with the successful CGMC for Phase 1, Pre-Construction Services.

All compensation for Phase 1, Pre-construction Services is payable at completion of Phase 1, as determined by the Department, for all services rendered under this phase. The Lump-Sum Price for all work and services provided during Phase 1 Preconstruction Services shall be \$25,000.00.

Phase 2, Construction Services will be negotiated after the successful completion of the Phase 1 services.

The CMGC's submitted Phase 2 Price Proposal is to be a lump-sum Price Proposal for completing the scope of work detailed in the contract terms. Funds are contingent upon annual appropriation.

Invoicing the Department:

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 CMGC and the Department.

H. Price Proposal Guaranty

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

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 CMGCs 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 CMGC may be found in Chapter 2 of the FDOT Equal Opportunity Construction Contract Compliance Manual.

B. DBE Supportive Services Providers:

The Department has contracted with consultants, one is referred to as DBE Supportive Services provider (DBE/SS), to provide managerial and technical assistance to DBE's. This consultant works with potential DBEs, certified DBEs and prime contractors and consultants in an effort to increase DBE utilization. The other consultant is referred to as the Specialized Development Program provider (SDP). This consultant works with prime CMGCs who have been awarded contract, to assist in identifying DBE's with capacity to perform on the Project. The successful CMGC should meet with the DBE DBE/SS or SDP to discuss the DBE's that are available to work on this Project. The current Providers for the State of Florida can be found on the Equal Opportunity website at: <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>

V. Project Requirements and Provisions for Work.

A. Reviews:

1. Component Submittals:

The CMGC 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.

2. Phase Submittals:

Phase submittals that the CMGC is required to provide review of are listed below. The CMGC shall provide design review comments to the Department's Project Manager: a review duration of two-weeks will be provided. The particular phase will be clearly indicated on the documents. The Department's Project Manager will send the documents to the CMGC for review and comment.

Phase II Submittal

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

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

Phase III Submittal

- 1 copy of 11" X 17" plans (all required components)
- 1 copy of design documentation
- 1 copy of Technical Special Provisions and Modified Special Provisions

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

B. Contract Duration:

The CMGC shall work with the Department to finalize a project timeline for the Pre-Construction Phase Services. Construction Phase Services Estimated Duration will be determined during design with CMGC input. Pre-Construction Phase Services Estimated Duration is 90 calendar days.

C. Project Schedule:

Construction Phase Services:

The CMGC 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:

- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Materials Quality Tracking
- Start of Construction
- Construction Mobilization
- Maintenance of Traffic Set-Up (per duration)
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the CMGC
- Final Completion Date for All Work

D. Key Personnel/Staffing:

The CMGC's work shall be performed and directed by key personnel identified in the response to the RFP or Technical Proposal by the CMGC. In the event a change in key personnel is requested, the CMGC 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 RFP or

Technical Proposal. The CMGC shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455.

E. Meetings and Progress Reporting:

The CMGC 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 Pre-Construction, the CMGC shall meet with the Department's Project Manager on a weekly basis at a minimum and provide a two-week look ahead of the activities to be completed during the upcoming months.

F. Price Proposal Acceptance:

The CMGC must 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 CMGC's Lump-Sum (LS) Price Proposal. If the DEPARTMENT is satisfied with the performance of the CMGC, their approach to building the project, and their price, the DEPARTMENT anticipates executing the supplemental agreement with the CMGC.

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