

*Florida Department of Transportation*  
*District Seven*

**CONSTRUCTION MANAGER/GENERAL  
CONTRACTOR  
REQUEST FOR QUALIFICATIONS  
for  
Skyway Fishing Pier Modification  
Hillsborough and Manatee Counties, Florida**

**Financial Projects Number(s): 456297-1-32-01, 456297-1-52-01**  
**Federal Aid Project Number(s): N/A**  
**Contract Number: E7R90**

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## **I. Additional Project Documents.**

### **A. Attachments:**

The Attachments listed below are hereby incorporated into and made a part of this Request for Qualifications (RFQ) as though fully set forth herein. These documents have been prepared for or by the Department utilizing registered professionals in their fields of practice, so the information contained therein can be construed as a sample representation of field conditions or statement of facts upon which the CM/GC can rely. The Attachments represent binding requirements of this contract.

A01\_Notice\_To\_Contractors  
A01.01\_NoticeToContractors\_2026-03-30.pdf

### **B. Reference Documents:**

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

The Department may, at its sole discretion, determine that reliance by the CM/GC on certain information included in these Reference Documents is in the Department's best interest.

If the CM/GC wishes to rely on a specific Reference Document or components thereof, it shall be identified in a Work Package Proposal prepared by the CM/GC. Each time a Reference Document, or component thereof, is requested by the CM/GC to be relied upon, it must be specifically approved by the Department and shall be documented in the associated Task Work Order.

R01\_Anticipated\_Bridge\_Removal\_Limits  
R01.01\_456297-1\_BridgeRemovalLimitsExhibit\_2026-03-30.pdf

R02\_Existing\_Bridge\_Plans  
R02.01\_427370-1-52-01\_427993-1-52-01\_As-Built\_Plans.pdf  
R02.02\_412250-1-52-01\_As-Built\_Plans.pdf  
R02.03\_15170-3444\_13130-3446\_Existing\_Plans.pdf

R03\_Existing\_Bridge\_Inspection\_Reports  
R03.01\_139002\_159007\_2025-12-12\_QUARTERLY\_INSPECTION.pdf  
R03.02\_139002\_159007\_2025-12-12\_QUARTERLY\_INSPECTION\_PHOTOS.pdf  
R03.03\_139003\_2024-07-31\_ROUTINE\_INSPECTION.pdf  
R03.04\_139003\_2025-07-31\_INTERIM\_INSPECTION.pdf  
R03.05\_159008\_2024-07-31\_ROUTINE\_INSPECTION.pdf  
R03.06\_159008\_2025-07-31\_INTERIM\_INSPECTION.pdf

- R04\_Hazardous\_Materials\_Documentation
  - R04.01\_Bridge\_159007\_Asbestos\_Survey\_Report.pdf
- R05\_Right\_of\_Way\_Information
  - R05.01\_Skyway\_TITF\_Easement\_1953-03-31.pdf
- R06\_Temporary\_Pier\_Permit\_Plans
  - R06.01\_Temp\_Pier\_Roadway\_Permit\_Plans\_2026-03-16.pdf
  - R06.02\_Temp\_Pier\_Structures\_Permit\_Plans\_2026-03-06.pdf

## **II. Introduction.**

The Florida Department of Transportation (Department) has issued this Request for Qualifications (RFQ) to solicit Letters of Response (“Responses”) from Proposers for the demolition of portions of the existing Skyway fishing piers in Hillsborough and Manatee Counties and the construction of a new fishing pier and associated improvements in Manatee County (the “Project”). The selected Proposer will serve as the Construction Manager/General Contractor (CM/GC) to collaborate and coordinate with the Department, its representatives, and project stakeholders to provide preconstruction services and to construct the Project in phases that are aligned with the Department’s goals and available funding. This project is being procured under Section 337.025, Florida Statutes.

### **A. Construction Manager/General Contractor (CM/GC) Introduction:**

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 preconstruction services. If the Department determines that the CM/GC has been successful in meeting the goals of the project, the CM/GC may be given an opportunity to prepare and submit Price Proposal(s) for construction before final design is complete on each of the phases of work. The CM/GC will be required to share pricing information with the project team to facilitate price discussions and to help ensure the Department receives 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 CM/GC’s Price Proposal for each phase of work. If the Department is satisfied with the performance of the CM/GC, its approach to building the Project, and its price, the Department may execute Task Work Orders (TWOs) with the CM/GC for construction services. The Department may execute a series of separate TWOs that expedite the overall Project completion. The Department may also request that the CM/GC procure materials that require long lead times as part of separate TWOs.

If the Department is not satisfied with the performance of the CM/GC, or if its prices are not acceptable, the Department reserves the right to terminate the preconstruction services for the specific Work Package Proposal (WPP) in development and/or procure any remaining phases of the Project by some other method and retain all information and/or materials developed or procured by the CM/GC.

### **Overview of the CM/GC Process**

The Work shall be performed by the CM/GC in two phases: the Preconstruction Phase and the Construction Phase. Each phase may be authorized in segments or components of work upon the mutual agreement of the Department and the CM/GC, as documented in an approved Task Work Order as described in the submitted and Department approved Phasing Plan. The completion of both phases will result in the completion of the Project.

The Preconstruction Phase shall begin on the issuance of a Task Work Order, and corresponding NTP, to commence the Work required by the Preconstruction Phase described herein. The Preconstruction Phase will end at the Department's sole discretion either upon issuance of the Task Work Order to begin work on the final Work Package or at another time as determined solely by the Department. The Preconstruction Phase services will be paid for on a loaded rate basis with a not-to-exceed amount.

The Construction Phase shall begin upon the earliest date a WPP is authorized to commence, via Task Work Order and corresponding NTP, and continue until the end of the term of the CM/GC Agreement. Construction Phase services will be paid for on a Guaranteed Maximum Price basis for each Work Package.

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

As part of this CM/GC Agreement, the CM/GC shall work collaboratively as a team with the Department, its representatives, and Project stakeholders to maximize the Project scope, value, and quality of the Project.

#### **B. Project Goals:**

Through a fully collaborative project delivery approach, the CM/GC shall progress, optimize, innovate, deliver, and construct the Project consistent with the Department's goals listed below:

- Expedite removal of the deteriorating existing Skyway fishing piers
- Maintain public access for recreational fishing activities, either on the existing active fishing piers or at alternate temporary locations in the same vicinity, throughout construction of the Project
- Minimize disruption to Project stakeholders and the traveling public by use of innovative strategies and technologies throughout all phases of construction
- Proactively collaborate and coordinate with Project stakeholders and the public at large
- Minimize impacts to the natural and built environments
- Begin construction no later than 4<sup>th</sup> Quarter 2026
- Minimize impacts to and endeavor to avoid utilities; accommodate Utility/Agency Owner's (UAO) utility relocation schedules and plans
- Maximize the Project scope within the programmed funding amounts through a commitment to innovation, optimization and sharing of risk

#### **C. Description of Work:**

The primary objectives of the Project are to demolish portions of the existing Skyway fishing piers in both Hillsborough and Manatee Counties that have experienced significant structural deterioration over the course of their service life and to construct a new fishing pier and associated improvements in Manatee County. The anticipated removal limits for the existing fishing piers are shown in Reference Document R01.

The anticipated project improvements are summarized as follows. Project phasing is preliminary and subject to change. Certain project phases may overlap, and scope elements included in the various phases may be revised based on refinement of the design, cost estimates, and permitting during the Preconstruction phase.

- Phase 1 (Early Works)
  - Construct four new temporary timber fishing piers and associated temporary improvements to the south of the proposed new fishing pier in Manatee County. Permit Plans for the temporary timber piers and associated improvements are provided in Reference Document R06.
  - Perform structural rehabilitation of the existing active fishing pier in Hillsborough County (Bridge No. 159008). Anticipated repairs include, but may not be limited to:
    - Repair spalls and delaminations in concrete bridge deck
    - Metalize exposed reinforcing steel in underside of bridge deck
    - Repair spalls in concrete bridge railing
    - Replace sections of concrete bridge railing
    - Repair spalls in prestressed concrete beams
    - Repair and re-tension existing prestressing strands in prestressed concrete beams.
    - Repair spalls and delimitations in concrete bent caps
    - Repair cracks in concrete bent caps using epoxy injection
    - Remove and replace existing pile jackets
- Phase 2 (New Construction)
  - Construct a new fishing pier within Tampa Bay adjacent to the existing active fishing pier in Manatee County. Access to the fishing pier will be for pedestrians and emergency vehicles only.
  - The new fishing pier is anticipated to be approximately 1-mile long with a 15-ft. clear width between pedestrian railings.
  - The anticipated structure type for the fishing pier is a prestressed concrete beam superstructure with a concrete deck supported by reinforced concrete pile bents on prestressed concrete piles.
  - Construct a paved parking area at the access point for the new fishing pier, including any required grading, walls, signing, pavement marking, fencing, railing, etc.
  - Construct miscellaneous small buildings as determined to be required, such as bait house, pay house, or restroom buildings. Provide utility connections for the buildings as necessary.
- Phase 3 (Demolition)
  - Remove the portions of the existing fishing piers defined in the Anticipated Bridge Removal Limits exhibit provided in Reference Document R01.
  - The anticipated method of debris disposal is to deposit the demolition material on the bay bottom within the approximate footprint of the existing bridge and in accordance with all applicable permit conditions.

### **III. Procurement.**

#### **A. Schedule of Events:**

The following table shows the current schedule of the events that will take place in the procurement process. The Department reserves the right to make changes or alterations to the schedule. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing

by the Department, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the date and time stated shall cause a Proposer to be held non-responsive.

<b>Date</b>	<b>Event</b>
<u>March 30, 2026</u>	Current Advertisement
<u>April 3, 2026</u>	Mandatory Project Overview Meeting at 10:00 a.m. local time in the District 7 Headquarters at 11201 N. McKinley Drive, Tampa, FL 33612.
<u>April 6, 2026</u>	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Letters of Response. All questions shall be submitted to the Pre-Bid Q&A website.
<u>April 10, 2026</u>	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Proposers prior to the submittal of the Letters of Response.
<u>April 13, 2026</u>	Letters of Response due in District Office by 5:00 p.m. local time.
<u>April 17, 2026</u>	Technical Review Committee submits Letter of Response Scores to Contracting Unit.
<u>April 20, 2026</u>	Public Meeting of Selection Committee to determine intended Award at 9:30 a.m. local time in the District 7 Headquarters at 11201 McKinley Drive, Tampa, FL 33612.
<u>April 20, 2026</u>	Final Selection Posting Date
<u>April 28, 2026</u>	Anticipated Award Date
<u>May 5, 2026</u>	Anticipated Execution Date

## **B. Threshold Requirements.**

### **1. Qualifications:**

Proposers are required to be pre-qualified in all work types required for the Project. All qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied.

### **2. Joint Venture Firm:**

Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, F.A.C. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, prior to the deadline for receipt of Letters of Response.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the quality control and construction portions of the Work.

### **3. Project Overview Meeting:**

Attendance at the Project Overview Meeting is mandatory. Any Proposer 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 concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions at the Project Overview

Meeting require official additions, deletions, or clarifications of the Request for Qualifications or any other document, the Department will issue a written addendum to this Request for Qualifications as the Department determines is appropriate. No oral representations or discussions, which take place at the Project Overview Meeting, will be binding on the Department. Proposers shall direct all questions to the Department's Question and Answer website:

<https://bqa.fdot.gov>

Failure by a Proposer to attend or be represented at the Project Overview Meeting will constitute a non-responsive determination of their Proposal. 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 Project Overview 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.

#### **4. Protest Rights:**

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

Clerk of Agency Proceedings  
Department of Transportation  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458

Failure to file a notice of protest or formal written protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **5. Non-Responsive Letters of Response:**

Letters of Response found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Responses, incomplete Responses, indefinite or ambiguous Responses, failure to meet deadlines, Responses materially inconsistent with the CM/GC approach outlined in this RFQ, and improper and/or undated signatures.

Other conditions which may cause rejection of Responses include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one Response for the same work from an individual, firm, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of

unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Department of Labor's System for Award Management (SAM) excluded parties list.

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

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

Any Response submitted by a Proposer that did not sign-in at the mandatory Project Overview Meeting will be non-responsive.

#### **6. Waiver of Irregularities:**

The Department may waive minor informalities or irregularities in Letters of Response received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design exhibits that are part of a Letter of Response shall be deemed preliminary only.
2. In no event will any such elections by the Department be deemed to be a waiving of the Construction Criteria.
3. The Proposer who is selected for the Project will be required to fully comply with the Construction Criteria, notwithstanding that the Letter of Response may have been based on a variation from the Construction Criteria.
4. The Proposer shall obtain any necessary permits or permit modifications not provided by the Department.

#### **7. Department's Responsibilities:**

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

#### **C. Letter of Response Requirements:**

##### **1. General:**

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

## 2. Submittal Requirements:

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

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

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

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

**Email LOR Package to:** [d7.designbuild@dot.state.fl.us](mailto:d7.designbuild@dot.state.fl.us)  
ATTN: Jennifer Mendoza  
(813) 975-6628

The total combined file size of the three PDFs for Sections 1, 2, and 3 shall not exceed 20MB. The name of each file shall be in the following format: ***SkywayFishingPier-[Name of CM/GC]-LORSection[1, 2 or 3]***, Example: **SkywayFishingPier-AcmeConstruction-LORSection1**.

The Letter of Response shall include the following:

### Section 1: Qualifications and Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be five (5) single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11"x17" sheets are allowed to supplement if presenting specific ideas for the Project and will be counted as 2 pages.
- Project Understanding and Approach
  - Describe the Proposer's understanding of the Department's goals and objectives for the Project.
  - Describe the Proposer's approach to cost control, transparency, schedule management, budget management, construction phasing, and construction quality management during all phases of the Project.
  - Describe the Proposer's understanding of the key project risks and approach to identifying, monitoring, mitigating, and managing risks during all phases of the Project.
  - Describe the Proposer's approach to engage and encourage participation of subcontractors, suppliers, and other industry partners including Small Business firms during all phases of the Project.

- Describe the Proposer's approach to developing, evaluating, and presenting innovations that improve the Project. Include relevant examples from projects listed in the Experience sections and specific ideas for the Project.
- CM/GC and Project Relevant Experience
  - Describe the Proposer's experience with CM/GC projects or other alternative delivery projects or programs that are similar in size and scope.
  - Describe Proposer's experience on similar bridge demolition and construction projects. Include and describe examples of similar work/projects, status of work, and references.
- Relevant experience of Key Personnel Proposed
  - Describe the qualifications and organization of the Proposer including teaming arrangements, structure, key leadership personnel, discipline leads, staff, roles/responsibilities, and location.
  - Identify field staff and office staff experience on comparable scope of work and delivery method.
  - Provide detailed work experience for Proposer's proposed Key Personnel demonstrating successful delivery of similarly sized projects and scopes of work, emphasizing experience on CM/GC projects and other methods of alternative project delivery.
- Staffing and Coordination Plan
  - Describe the Proposer's general approach to staffing and coordination with the Department and third-party stakeholders, emphasizing how the Proposer will ensure consistency in staffing over the duration of the Project.
  - Describe the Proposer's approach to develop a culture of collaboration with the Department, its representatives, Project stakeholders, and its own team, including subcontractors and trades, during all phases of the Project. The collaboration approach should address Project communications; understanding of stakeholder needs and stakeholder outreach approach; facilitating progression of the design; developing and negotiating Work Package Proposals and GMPs; issue escalation; and construction.
- Availability of Resources
  - Provide evidence of Proposer's capacity and ability to self-perform a minimum of 30% of the Project. Describe approach to self-performed work and subcontracting.
  - Describe the Proposer's approach to staffing this Project and ensuring that sufficient resources are available to complete the scope of work.

## Section 2: Organizational Chart and Resumes

- Paper Size: 8 ½” x 11” or 11” x 17” (Organizational Chart); 8 ½” x 11” (Resumes)
- Provide a one-page Organizational Chart.
- Provide resumes for key personnel as defined in Section IV.D of this RFQ. Resumes shall be limited to two (2) pages per resume. Additional resumes for other key personnel are allowed. No more than fifteen (15) total resumes shall be submitted.

## Section 3: Financial Information

- The Proposer shall provide an affidavit from a surety/bonding company certifying that the Proposer has the financial means and capacity to provide the Department with a payment and performance bond for the face amount of \$49,000,000.00 for the Project. (Each TWO shall have a bond provided to the Department in the amount of and covering the Work of the specific TWO.)

### 3. Responsiveness Check:

The Department will validate that the Proposer has submitted a responsive LOR. The LOR must comply with all requirements of this RFQ and include Section 1, Section 2, and Section 3 in the proper form. In addition, the Proposer must be prequalified in all required areas of work. In addition, the Department will use its standard processes to determine whether the Proposer has sufficient capacity to perform \$49,000,000.00 of work. The Department will post the responsiveness decision as required by this RFQ.

### 4. Evaluation Criteria:

The Department shall evaluate the Letter of Response of each responsive Proposer. An overall score for each Proposer will be determined by each TRC member based on the following criteria:

<u>Item</u>	<u>Value</u>
1. Project Understanding and Approach	25
2. CM/GC and Project Relevant Experience	30
3. Relevant Experience of Key Personnel Proposed	20
4. Staffing and Coordination Plan	15
5. Availability of Resources	10
<b>Maximum Score</b>	<b>100</b>

### 5. Final Selection Formula:

The total score of each TRC member shall be summed with all of the other TRC member scores resulting in a number ranging from 0 to 400.

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

## 6. Final Selection Process:

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

After the Agency Head Designee determines that the Technical Review Committee's scores are correct, the Agency Head Designee shall hold that any Proposer that scored less than 320 is not eligible to be awarded a contract.

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

The Department will enter into a Contract with the highest scoring Proposer for the services, obligations, basis of payment, and performance of work described in this RFQ. The Department, at its sole discretion, shall have the right to enter into a Contract with the second highest scoring Proposer if the higher scoring Proposer does not enter into a Contract with the Department. The Department may continue this process, with each subsequently highest scoring Proposer, if an agreement with the previous Proposer is not achieved. The Department may also elect not to continue the process and cancel this procurement, without hindering any future ability to initiate a new procurement for the same Work, at its sole discretion.

## IV. Key Provisions.

### A. Definitions:

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

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

**Construction Manager/General Contractor (CM/GC).** The individual, firm, corporation, company, or joint venture contracting with the Department to perform services and work to deliver this Project using the CM/GC delivery approach with the Department for the Preconstruction and Construction Phases of the Work. The term "Contractor" is also deemed to include the CM/GC contracting with the Department for performance of Work, including all engineering services, construction, and furnishing of materials. If the CM/GC is made up of multiple firms, either through a joint venture or other mechanism to act as one entity,

when the Contract Documents preclude the CM/GC from taking an action, it also would preclude the members of a joint venture from taking the same action in an individual capacity. Members of the CM/GC may not act as individual separate entities in order to accomplish something that the CM/GC is not permitted to do.

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

**Guaranteed Maximum Price (GMP).** A fixed maximum price for the work included in a WPP to complete the requirements and responsibilities of the Work Package including all costs for self-performed work, mobilization and setup, general account/overhead, labor, materials, equipment, maintenance, office, administration, safety, salaries, expenses, permits, insurance, licenses, bonds, fees, risks, indirect costs and incidentals, engineering, and subcontractor work. The GMP may not be exceeded, although requests for compensation from the Risk Reserve shall not be considered when determining whether the GMP has been exceeded.

**Management Multiplier.** Multiplier applied to direct hourly rates for the CM/GC staff during the Preconstruction Phase to compensate the CM/GC for their labor burden, such as insurance, taxes, employee benefits, and all expenses that relate directly to a CM/GC employee. Expenses that relate directly to a CM/GC employee may include but not be limited to personal vehicle expenses, personal equipment such as computer/phone/tablet, employee per-diem, home office overhead, and profit.

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

**Price Proposal.** Refers to the GMP related to a unique Work Package.

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

**Response.** The Letter of Response provided in response to the requirements of this RFQ.

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

**Risk Register.** A document identifying project risks, probabilities, risk mitigation strategies, cost impacts, schedule impacts, and ownership of the risk. Each line-item entry on the Risk Register is referred to as a Risk Register Event.

**Risk Reserve.** The aggregate amount of funding made part of each GMP for each Work Package to account for identified and accepted project risks. The Risk Reserve should be supported by the Risk Register. The Risk Reserve shall be the only method for additional compensation that can exceed a specific Work Package's GMP.

**Task Work Order.** Letter or work order issued by the Department authorizing the CM/GC to commence work on a specific task or Work Package in accordance with the Contract.

**Technical Proposal.** Refers to the scope of improvements, inclusive of plans, specifications, and special provisions, for a Work Package collaboratively developed and mutually agreed-to by the parties through a Task Work Order.

**Work Package.** A segment or component(s) of the Project with a specific scope of work, requirements, obligations, and responsibilities that can be documented with preliminary or final construction Contract Documents.

**Work Package Proposal (WPP).** The complete proposal prepared by the CM/GC and presented to the Department for the completion of a Work Package, comprised of Technical and Price Proposals, including plans, specifications, special provisions, schedule, GMP, etc., that has been collaboratively developed and mutually agreed to, or pending mutual agreement subject to continued negotiations, by the Department and the CM/GC during the Preconstruction Phase or related to changes during the Construction Phase.

**B. Clarifications of Attachments and Governing Regulations for CM/GC:**

**1. Clarification of Definitions**

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

**Bid Proposal.** Refers to the GMP related to a unique Work Package.

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

**Contractor.** The individual, firm, corporation, company, or joint venture contracting with the Department to perform the work. The term "Contractor" is also deemed to include the CM/GC contracting with the Department for performance of Work, including all engineering services, construction, and furnishing of materials.

**Proposal.** Refers to the complete WPP prepared by the CM/GC and presented to the Department for the completion of a Work Package, comprised of Technical and Price Proposals, including plans, specifications, special provisions, schedule, GMP, etc., that has been collaboratively developed and mutually agreed to, or pending mutual agreement subject to continued negotiations, by the Department and CM/GC during the Preconstruction Phase or related to changes during the Construction Phase.

## **2. Requirements for Work and Governing Order of Documents**

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

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

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

1. Request for Qualifications Package
2. Special Provisions
3. Technical Special Provisions
4. Plans
5. Standard Plans
6. Developmental Specifications
7. Supplemental Specifications
8. Standard Specifications

Computed dimensions govern over scaled dimensions.

### **C. Governing Regulations:**

The services performed by the CM/GC shall be in compliance with all applicable Specifications, Manuals and Guidelines including the Department, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Specifications, Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Department at the date of advertisement of this contract with the exception of the Manual on Uniform Traffic Control Devices (MUTCD). The CM/GC shall use the 11<sup>th</sup> Edition of the MUTCD. It shall be the CM/GC's responsibility to acquire and utilize the necessary Specifications, Manuals and Guidelines that apply to the work required to complete this Project. The Department may, in its sole discretion, allow or require the use of more current versions of any of these governing regulations on any Task Work Order entered into on this Project. The decision to use a more current version of a governing regulation shall be documented in

the Task Work Order with specifics as to what governing regulation applies. The services will include preparation of all documents necessary to complete the Project as described in Section II of this document.

1. Florida Department of Transportation Design Manual (FDM)  
<http://www.fdot.gov/roadway/FDM/>
2. Florida Department of Transportation Specifications Package Preparation Procedure  
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Standard Plans for Road and Bridge Construction  
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)  
<http://www.fdot.gov/roadway/FDM/>
5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Special Provisions and Supplemental Specifications  
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
6. Florida Department of Transportation Surveying Procedure 550-030-101  
<https://www.fdot.gov/geospatial/doc-pubs.shtm>
7. Florida Department of Transportation Drainage Manual  
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
8. Florida Department of Transportation Soils and Foundations Handbook  
[Structures Design Office - Current Documents and Publications](http://www.fdot.gov/structures/DesignOffice/CurrentDocumentsandPublications)
9. Florida Department of Transportation Structures Manual  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<https://www.fdot.gov/cadd/downloads/publications>
11. AASHTO – A Policy on Geometric Design of Highways and Streets  
<https://store.transportation.org/Item/CollectionDetail?ID=180>
12. MUTCD – 11<sup>th</sup> Edition  
<http://mutcd.fhwa.dot.gov/>
13. Safe Mobility for Life Program Policy Statement  
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
14. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
15. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015  
<https://pdl.fdot.gov/api/procedures/downloadProcedure/625-020-015>
16. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>

17. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
18. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
19. 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](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0)
20. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
21. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
22. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Right of Way Manual  
<http://www.fdot.gov/rightofway/Documents.shtm>
25. Florida Department of Transportation Traffic Engineering Manual  
<https://www.fdot.gov/traffic/trafficservices/trafficstudies.shtm/traffic-engineering-manual>
26. Florida Department of Transportation Intelligent Transportation System Guide Book  
[http://www.fdot.gov/traffic/Doc\\_Library/Doc\\_Library.shtm](http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm)
27. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications  
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
28. AASHTO Guide for the Development of Bicycle Facilities  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=116](https://bookstore.transportation.org/collection_detail.aspx?ID=116)
29. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).  
<https://www.fhwa.dot.gov/engineering/hydraulics/pubs/hifl2003.pdf>
30. 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>
31. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
32. Florida Department of Transportation Driveway Information Guide  
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
33. AASHTO Highway Safety Manual  
<http://www.highwaysafetymanual.org/>

34. Florida Statutes  
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
35. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual  
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>
36. Florida Department of Transportation Utility Procedures Manual  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/utilities/docs/uam/700-030-001-adopted.pdf?sfvrsn=5c101b2c\\_17](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/utilities/docs/uam/700-030-001-adopted.pdf?sfvrsn=5c101b2c_17)

**D. Key Personnel Obligations:**

The CM/GC's work shall be performed and directed by the Key Personnel identified in the Letter of Response by the CM/GC.

In the event a change in Key Personnel is requested, the CM/GC shall submit the qualifications of the proposed Key Personnel and include the reason for the proposed change. The proposed substituted Key Personnel must meet the requirements for the relevant position and must have comparable experience to the Key Personnel they are replacing. For Key Personnel not listed in the Letter of Response, the proposed substituted personnel must have similar experience as the person they are replacing.

Any proposed changes to Key Personnel shall be subject to review and approval by the Department. The Department shall have sole discretion in determining whether or not the proposed substitutions in Key Personnel are comparable to the Key Personnel identified in the Letter of Response. When allowing substitutions for the Key Personnel positions, the Department in its sole discretion, will determine if the substitution is in good faith and at no fault of the CM/GC or alternatively based solely on a business decision of the CM/GC.

The CM/GC's work shall be performed and directed by Key Personnel identified in the Letter of Response by the CM/GC. Key Personnel for this contract include the following positions:

1. Project Executive
2. Project Manager
3. Project Controls Manager
4. Design Coordinator
5. Lead Construction Superintendent

**E. Contract Duration:**

The Department has established a Contract Duration for this Project of **1000 calendar days** following the Notice-to-Proceed of the first Construction Phase Task Work Order.

**F. Department's Availability of Funds:**

The CM/GC shall align commitment/start of work on the Preconstruction Phase and Construction Phase for the Project to not exceed the Department's programmed funds, as described below, which are subject to change and contingent upon appropriation. These amounts are for the CM/GC's use in aligning work and do not represent a commitment of funds that will be made available upon execution of the agreement and

issuance of NTP. Funds allocated to the Preconstruction Phase will reduce funds available for the Construction Phase. Amounts may be increased if available and at the Department's sole discretion.

**Project Programmed Funding  
Construction**

<b>FPID</b>	<b>Fiscal Year</b>	<b>Amount</b>
456297-1-32-01	FY 26	\$100,000.00
456297-1-52-01	FY 26	\$49,000,000.00

**G. The Department's Rights:**

By entering into the Contract with the CM/GC, the Department is not obligated to authorize Construction Work on any component of the Project. Once a Task Work Order has been issued for a specific Work Package, the Department is not obligated to continue to approve any additional Work Package Proposals. If the Department, in its sole discretion, determines that the parties, after good faith negotiations, are unable or unwilling to agree upon any Work Package Proposal, then the Department may, at its election, take one or more of the following actions:

- Enter into discussions with the CM/GC to reconcile basis of cost differences.
- Direct the CM/GC to value engineer or reexamine the scope of the Work Package and make modifications to the proposal to satisfy the Department's concerns, and then resubmit the proposal as a new Work Package Proposal.
- Enter into negotiations with the CM/GC to remove portions of the Work Package Proposal and either create a new Work Package Proposal with a modified scope, or add those removed portions to previously approved Work Packages through amendments, modifying the previously agreed upon Task Work Order for the associated Work Package accordingly.
- Reject the Work Package Proposal in its entirety.
- Issue a notice to the CM/GC that the Department intends to terminate the agreement after current Task Work Orders and Work Packages are completed and not to issue future Task Work Orders or consider any future Work Package Proposals from the CM/GC. If this election is chosen, it does not remove the obligations from the CM/GC to complete any Work under existing Task Work Orders. This election shall not be considered a termination for convenience and shall not be considered a violation or breach of the Contract by the Department. If the Department believes that utilization of this election is premised on a breach by the CM/GC, the Department shall state that in its notice to the CM/GC.
- Take any other action allowed under the terms of the Contract.

The Department's decision to approve or not approve a Work Package Proposal does not modify any other portion of the Contract without written agreement of the parties.

**H. Master Schedule:**

The CM/GC shall submit a Master Schedule for the project in accordance with Subarticle 8-3.2 (Division I Specifications). Each WPP shall be incorporated into the Master Schedule as a Work Breakdown Structure (WBS) that individually satisfies the requirements of Subarticle 8-3.2 (Division I Specifications). The CM/GC's Master Schedule shall allow for up to fifteen seven (7) workdays review time for the Department's review of all submittals. The Master Schedule shall be updated monthly and with each WPP submittal.

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

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

- Preconstruction Phase CM/GC Submittals
- Preconstruction Phase Design Milestones
- WPP Preparation
- WPP Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including Requests for Information (RFIs), Requests for Modification (RFMs), Requests for Correction (RFCs), and Non-Conformance Reports (NCRs)
- Submittal Reviews by the Department
- Materials Quality Tracking
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Construction
- Substructure Construction
- Superstructure Construction
- Walls Construction
- Roadway Construction
- Signing and Pavement Marking Construction
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Demolition and Debris Disposal
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the CM/GC and the Department
- Final Completion Date for All Work

**I. Liquidated Damages:**

The Department has established a Contract Duration for the Project as defined in Section IV.E of this RFQ. The Liquidated Damages formula contained in the Specifications shall be applicable to each individual TWO on the Project and shall be calculated based on the TWO duration and GMP included in the executed TWO.

**J. Meetings and Progress Reporting:**

The CM/GC 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
- Government agency coordination

- Permit agency coordination
- Scoping Meetings
- Comment Resolution Meetings
- Utility Meetings
- Stakeholder Coordination Meetings
- Pre-Activity Meetings
- Disputes Review Board Meetings

During the Preconstruction Phase, the CM/GC shall meet with the Department on an as-needed basis or upon the Department's request.

During the Construction Phase, the CM/GC shall meet with the Department on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

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

**K. Mark-up and Management Multiplier:**

The CM/GC is allowed a 14% Mark-up (Construction Management and G&A Fee or CMGA Fee) on the direct cost of the work (both self-performed and subcontracted) of each Work Package. The Mark-up is not subject to negotiation after project award. The Mark-up is to compensate the CM/GC for all profit and home office overhead costs associated with the Project. Home office overhead is defined as all auditable costs that are allocated to all of the Contractor's ongoing projects, such as off-site supervision and travel expenses for off-site supervisors, accountants, attorney and counsel fees, and insurance that is maintained by the Contractor as a general cost of doing business.

The Mark-up will be used in the preliminary and final GMP(s) for each Work Package Proposal. The Markup shall be applied to all direct work compensated from the Risk Reserve fund.

The Management Multiplier for this Project is 2.8. This Multiplier is not subject to negotiations after project award.

**L. Task Work Orders:**

Throughout the duration of the Project, multiple Task Work Orders may be negotiated and issued with various payment structures during the Preconstruction and Construction Phases, all of which are subject to open book pricing as defined in this RFQ.

The following is a potential list of the types of Task Work Orders that may be issued, and the corresponding payment mechanism for each.

Preconstruction Task Work Order(s)

- CM/GC Staff: Compensated via loaded rates (actual hourly rates multiplied by the Management Multiplier)
- No additional compensation will be paid to the CM/GC for any additional expenses incurred by the CM/GC during the Preconstruction Phase.

The CM/GC will complete a certified rate form including names of personnel working on the Project and their role. Any personnel change or additions allowed by the Contract must be provided to the Department prior to invoicing. By submitting the certified rate form, the CM/GC certifies that all personnel are qualified to perform their proposed role. The CM/GC shall provide personnel qualifications via resumes at the Department's request.

Construction Task Work Order(s) (Work Packages or WPPs)

- GMP via schedule of values which consists of:
  - Direct Construction Costs (Construction Mark-up applied)
  - Risk Reserve (Mark-up will be included in the overall calculation when establishing this total)

The Department will consider opportunities to issue Task Work Orders to advance purchase of materials when such Task Work Orders are in the best interest of the Project. The details concerning any opportunity will be negotiated with the CM/GC at any point.

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

- Actual cost compensated, as provided in the DRB Agreement

**M. Submittals:**

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

Where Department review times are not otherwise defined in the Contract Documents or agreed to during the development of the Master Schedule and/or subsequent Work Package schedules, the Department shall have seven (7) workdays for each review. Unless otherwise stated herein or otherwise agreed to in writing by both Parties, any deliverable not accepted or approved by the Department within the time required, as required by the submittal type, is deemed to be rejected.

**N. Executive Review Board and Issue Escalation:**

Within the first 30 days after execution of the Contract, the Department and the CM/GC shall establish an Executive Review Board (ERB). Each party will appoint three people to serve on the board, and members should have authority to make final and binding decisions on the Project. Members of the board should be at a higher level of authority than those assigned to day-to-day duties on the Project.

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

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

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

The escalation process begins with the Department's 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, the Construction Project Manager shall forward the issue to the District Construction Engineer who will coordinate with the appropriate Department personnel. If the issue cannot be resolved by the District Construction Engineer in coordination with the appropriate Department personnel, it will be elevated to the Executive Review Board for resolution.

Each level shall have a maximum of five (5) workdays to answer, resolve, or address the issue. The CM/GC shall provide all supporting documentation relative to the issue being escalated. The five (5) workday period begins when each level in the issue escalation process has received all required supporting documentation necessary to arrive at an informed and complete decision. The five (5) workday period is a response time and does not infer resolution. Questions asked by the Department may be expressed verbally and followed up in writing within one (1) workday. Responses provided by the CM/GC 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 CM/GC in a timely manner but not to exceed three (3) workdays. The CM/GC's Project Manager shall be responsible for initiating any escalation, and the Department shall only receive this request from the CM/GC itself.

The CM/GC shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

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

**O. Cost Estimating and Invoicing:**

**1. General:**

Throughout the Preconstruction Phase, and as changes demand during the Construction Phase, the CM/GC shall provide estimates of Project cost and/or cost of individual Project elements. These estimates shall follow a schedule of value format with a basis of estimate per pay item. The schedule of value format shall also include any lump sum pay items included in the Work. Each Work Package is to include the Specification language for Fuel and Bituminous adjustments as defined in Specifications Sections 9-2.1.1 and 9-2.1.2. As used in these sections of the Specifications, the term "Contract Time" shall be taken to mean the Work Package duration, and the baseline index shall be independent for each Work Package. No other Fuel and Bituminous adjustments will be permitted. The Department retains the right to adjust the GMP on a Work Package due to Fuel and Bituminous adjustments following the Specifications. Any additional compensation or adjustment made to a WPP due to the Fuel and Bituminous specification shall not be considered when ensuring the GMP has not been exceeded.

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

The detailed cost estimate will be the basis of developing estimates during the Preconstruction Phase and for preparing the GMP(s). Total the direct and field indirect costs separately. The same cost estimating model, with the same transparency and level of detail, shall be used and submitted for cost proposals for the GMP(s) for each Work Package Proposal, and as construction changes, or additional work warrants for change proposals (Supplemental Agreements) during the Construction Phase.

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

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

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

- (16) *Subcontract*: Cost of items of Construction Work subcontracted, including contracted trucking.

B. *Indirect Costs*. No additional indirect costs shall be included in calculating a GMP.

### **3. Summary Narrative of the Estimate:**

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

### **4. Final Payment on Work Packages:**

At the completion of a Work Package, the final payment amount for that Work Package shall be the sum of the schedule of values and risk reserve expenditures authorized by the Department. In no event shall final payment exceed the GMP identified in the task work order for an associated Work Package, with the exception that the Department retains the sole right to make additional payments (either through increasing a GMP or any other method allowed) to the CM/GC in the case of force majeure impacts to the Project and only upon proper documentation of the impact by the CM/GC. Acceptance of a Work Package is independent of final acceptance of the Project and does not relieve the CM/GC from the responsibility for the Work or obligation to maintain the Work associated with the Work Package; it is solely a tool to make a final payment owed on a Work Package. The Project as a whole will not receive final acceptance until all Work Packages have been completed and accepted by the Department, and the CM/GC will maintain responsibility, including maintenance, over the entire Project limits until final acceptance is granted by the Department.

The Department may, in addition to accepting a completed Work Package for the above payment reasons, issue a letter of Partial Project Acceptance. Issuance of the Partial Project Acceptance letter for a particular Work Package will start the warranty period for that Work. As a precondition to a Partial Project Acceptance letter, the Department and the CM/GC must enter into a separate Task Work Order for the maintenance of the limits of the Work Package. A letter of Partial Project Acceptance of a Work Package may only be issued by the Department if the Department members of the Executive Review Board determine that the Work in question is completed, has independent utility, and is not likely to be impacted by remaining Work on the Project.

### **5. Schedule of Values:**

The Schedule of Values approved by the Department will be the basis for determining each monthly progress estimate and the final estimate for each Work Package. The quantities will be compared with the Project Master Schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted. The CM/GC shall use the Schedule of Values to cost load the offsite fabrication and construction activities under the Master Schedule. The assignment of

values to scheduled activities must be approved by the Department prior to the first monthly progress estimate and prior to any invoicing by the CM/GC. The monthly progress estimates cut-off date will be as provided for on the Department's website currently at <https://www.fdot.gov/construction/CONSTADM/EstimatesCutOff.shtm>. If the Department no longer publishes the estimate cut-off dates, the estimate cut-off date shall be the third Sunday of the month. The CM/GC must submit the Schedule of Values to the Department for approval for each Work Package.

## **6. Combined Invoice for Work:**

The CM/GC is responsible for submitting invoices requesting payment. These invoices shall be submitted no later than twelve o'clock noon (12:00 P.M.) on the Monday after the estimate cut-off date or as directed by the Department and shall include all sums earned by the CM/GC under the Contract and any Task Work Order, including the estimates associated with each Schedule of Values associated with any ongoing Work Packages. For the initial Preconstruction Phase where the method of compensation is limiting amount, a signed rate certification must be submitted showing the actual rates of the personnel included in the invoice. The Schedule of Values estimates portion of the invoice shall be based on the completion or percentage of completion of tasks as defined in each Schedule of Values, and/or as supported under the Master Schedule updates. 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 will determine whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

### **P. Risk Reserve:**

#### **1. General:**

Any risk reserve included in a GMP for a WPP shall be used to cover unanticipated construction costs that are properly reimbursable as a cost of the work. Any risk perceived by the CM/GC that is not captured on the Risk Reserve shall be incorporated into the Schedule of Values pricing for the Work. The Risk Reserve shall include an "Other Risks" item to encompass risks that are otherwise not listed at the creation of the WPP. Requests for compensation from the Risk Reserve are drawn from the total amount of the Risk Reserve as a whole and not from independent items, with the exception of "Other Risks." The total amount compensated for "Other Risks" may never exceed 10% of the total Risk Reserve.

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

All claims allowed by the Specifications must be allocated to the Risk Reserve. These payments are not considered when ensuring a Work Package does not exceed its GMP.

The Department retains the right to make additional payments (either through increasing a GMP, increasing the Risk Reserve, or any other method allowed) to the CM/GC in the case of force majeure impacts to the Project and only upon proper documentation of the impact by the CM/GC.

All claims for additional time and compensation on any Work Package must be submitted in accordance with the RFQ in the format and timeframe described in the Specifications that are incorporated into the

Contract. Notwithstanding any other provision of the Contract, all pricing and compensation for claims shall be calculated in accordance with the RFQ and not as provided in the Specifications.

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

Before each Work Package is considered complete, the CM/GC must make a final certified claim for any requests for compensation from the Risk Reserve. This final certified claim is considered the last and final opportunity to be compensated for Work completed under the Work Package.

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

If a construction modification is approved by the Department after issuance of a Task Work Order for an associated Work Package, and the modification produces savings, the value of those savings shall be allocated to the Risk Reserve. This applies to any modification to a previously approved item and/or deviation from a contract requirement that requires Department approval and that reduces the cost of the item as previously defined in an approved GMP. Any such modification must not impair the essential functions and characteristics of an item of work such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features as decided by the Department.

## **2. Risk and Opportunity Workshop, Constructability Review, and Quantity Reconciliation Meeting:**

The CM/GC, the Department, and its representatives shall hold risk and opportunity workshops during the Preconstruction Phase to continue risk management and identify and prioritize risks, discuss possible risk mitigation strategies, and explore risk sharing concepts for each Work Package. The workshops shall seek to quantify risks and predict probability of occurrence in an effort to predict the total Project risk reserve figure. The meetings shall focus on risk mitigation and how risks would affect bid items. For the priority risks, associated bid items will be identified and the affected pricing components (production rates, labor, materials, equipment, etc.) summarized for each.

During the risk and opportunity workshops, the CM/GC, the Department, and its representatives shall also discuss constructability review comments and quantities. The plans shall be reviewed to verify that the risk mitigation strategies and opportunities stemming from the risk and opportunity workshop have been incorporated. This review shall also include quantity takeoffs, verification, and reconciliation to verify all bidding parties have agreed to bid quantities. A key element of these reviews is identification of limitations to operations which will describe the segment and schedule requirements for the Project and will be helpful to the CM/GC as they prepare their Master Schedule.

**Q. Drone Usage:**

The use of any Unmanned Aircraft System (UAS), Unmanned Aerial Vehicle (UAV), drone, or similar system to accomplish contract activities must comply with federal, state, and local laws and regulations. For all Department business, UASs must always be piloted by a Federal Aviation Administration (FAA) Certified Part 107 Pilot with an active and current certification. Legal variances can only be permitted by the regulating agency and NOT the Department.

**R. Final Payments and Shared Savings:**

Once the Project has been fully completed by the CM/GC and submitted to the Department for Final Acceptance and the Project has been completed within allowable Contract Time (adjusted per contract) and there is no outstanding or anticipated litigation (certified by the CM/GC that none exists), the Department shall calculate the Shared Savings amount for the Project. The Shared Savings is the difference between the sum of the final accepted GMPs for all Work Packages (as defined in the executed Task Work Orders) and the total fees paid to the CM/GC. The CM/GC shall receive 14% of the Shared Savings.

**V. Phases of Work.**

**A. Preconstruction Phase:**

**1. Overview:**

Upon execution of the Contract, issuance of a TWO, and receipt of a Notice to Proceed from the Department, the CM/GC shall commence the Preconstruction Phase work.

During the Preconstruction Phase, the CM/GC shall develop a collaborative team environment that fosters communication, accountability, and trust with the Department, its representatives, and its stakeholders to progress, refine, and optimize the design and to develop and submit Work Packages for the various phases of Work on the Project.

**2. Preconstruction Phase Activities:**

The CM/GC and the Department shall hold Preconstruction Meetings throughout the Preconstruction Phase. The parties shall work together to create a collaborative atmosphere and meet as frequently as necessary to advance the work. The CM/GC shall provide an agenda for each meeting at least one day prior to the meeting, with sufficient detail so the Department can ensure the correct subject matter experts are included in the meeting.

The CM/GC shall develop and submit the following deliverables during the Preconstruction Phase:

- **Project Management Plan:**  
The Project Management Plan (PMP) shall describe the CM/GC's organization, personnel roles and responsibilities, and collaboration and communication protocols to implement a collaborative team environment supportive of the Project goals. The PMP should address design collaboration, approach to cost estimating and coordination with the Department's representatives, and management of construction. The PMP should establish the guiding principles for Subcontractor selection and management.

- Quality Management Plan:  
The Construction Quality Management Plan (CQMP) shall state the processes and procedures for both quality control and quality assurance during the construction phase of the Project, identify specific individuals that comprise the CM/GC's quality team along with their roles and responsibilities, and identify a quality audit process and approach for tracking field changes and causes thereof, including resolution of nonconformance reports (NCRs) whether the NCR originates with the Department or internal to the CM/GC's organization. Further requirements of the QMP are provided in Section VI.B of this RFQ.
- Phasing Plan:  
The Phasing Plan shall describe how the Project is to be segmented into Work Packages and potential further sub-segmented into Construction Sub-Packages, particularly as needed to differentiate between work the CM/GC intends to self-perform. The Phasing Plan must be submitted for review and approval by the Department.
- Master Schedule:  
The Master Schedule shall show Preconstruction Phase and Construction Phase activities, including Work Package subdivision in accordance with the Phasing Plan, development of Work Package Proposals, and solicitation and Controlling Work Items. The schedule identifies mutually agreed-to durations for all review and approval periods for the Department, other agencies, and third-parties. The schedule shall identify the critical path and identify and account for long-lead procurement needs.
- Initial Risk Register:  
The Initial Risk Register shall identify and monetarily quantify project risks. It shall also document mitigation strategies and the status and outcomes of the implementation of those strategies. The main purpose of the Initial Risk Register is to identify risks and enable the CM/GC, Department, and its representatives to collaboratively develop mitigation strategies that can be implemented during the Preconstruction Phase to reduce project risks and the value of the Risk Reserve for future Work Packages.

In addition to the above deliverables, the CM/GC shall perform the following tasks during the Preconstruction Phase:

Management Services:

- Maintain a collaborative team environment that fosters communication, accountability, and trust.
- Prepare a Safety Plan for submittal to and approval by the Department.
- Prepare a Hurricane Readiness Plan for submittal to and review and acceptance by the Department.
- Provide review and information required for periodic updates to the Community Awareness Plan and provide support to the PIC for the public involvement efforts.
- Develop Work Packages.
- Conduct regular risk and opportunity/innovation workshops and prepare minutes.
- Prepare Governmental Approvals and permits required to complete the Project. When the Department is responsible for obtaining an approval/permit, provide supporting information and documentation when requested by the Department.

Design Coordination:

- Contribute to an interactive design process to incorporate innovations and mitigation strategies for identified risks into the design.
- Participate in weekly design meetings as well as regular discipline-specific meetings, including but not limited to roadway/MOT, structures, geotechnical, drainage, and utilities.

Preconstruction Services:

- Prepare and submit applications and/or modifications for construction-related permits and submit applicable fees required by authorities with jurisdiction.

Risk Management:

- Update and maintain the Risk Register. Each modification to the Risk Register must be submitted to the Department for review and approval.
- Develop and implement mitigation plans for identified risks.
- Identify, evaluate, optimize, and propose alternatives to reduce schedule, reduce costs, or otherwise improve the Project.
- Perform constructability and maintainability reviews of designs, plans, and specifications at major milestones as determined by the parties.

Cost Estimating:

- Provide estimates of Project cost and/or cost of individual Project elements as requested by the Department.
- Develop GMPs and WPPs for submittal to and review by the Department.
- Open Book Negotiations: The development of all GMPs and Work Package Proposals, including changes during construction, shall be on an open-book basis. The Department and its representatives shall have the right to access and copy all records, accounts, and other data used by the CM/GC in connection with the preparation of any draft or final GMP and Work Package Proposal. Each GMP included in any WPP or prepared for changes during construction shall be developed in a cooperative manner in accordance with the guidelines and principles described in the Contract Documents.
- If directed by the Department, continue to participate in value engineering services to reduce the GMP. At the Department's request, the CM/GC shall meet with the Department to review and discuss the WPP and make adjustments in response to comments from the Department.

**B. Construction Phase:**

**1. Construction Phase Activities:**

The following are tasks and deliverables that the CM/GC shall perform and/or submit during the Construction Phase:

Management Services:

- Maintain a collaborative team environment that fosters communication, accountability, and trust.
- Attend weekly progress meetings.
- Update the Project Management Plan as needed.
- Update the Quality Management Plan as needed.
- Update the Phasing Plan as needed.
- Update the Master Schedule monthly, or as needed.

- Update the Safety Plan as needed.
- Update the Hurricane Readiness Plan as needed.
- Update and maintain the Risk Register. Implement mitigation plans for identified risks.
- Provide review and information required for periodic updates to the Community Awareness Plan and provide support to the PIC for the public involvement efforts.

Construction Services:

- Construct Work Packages in accordance with the Contract requirements.
- Perform Incident/Emergency Management and Maintenance responsibilities within the Project Limits in accordance with the Contract requirements.

Cost Estimating:

- Open Book Negotiations: Any required changes/innovations during the Construction Phase shall be developed in a cooperative manner in accordance with the guidelines and principles described in the Contract Documents.

**2. Self-Performance and Subcontracting Requirements:**

The CM/GC shall self-perform at least thirty percent (30%) of the Construction Work. Work completed by any member of the Joint Venture shall count as self-performed work. Only direct costs associated with Construction Work shall be considered in the calculation of the self-performance. The percentage of Construction Work subcontracted shall be determined by dividing the total direct costs dollar value of the Subcontracted Construction Sub-Packages for Construction Work by the total value of Construction Work direct costs in all Work Packages.

For trade subcontracted work, the CM/GC shall confirm that it competitively solicited bids.

**3. Construction Work Package Proposal Submission:**

During the Preconstruction Phase, the CM/GC shall develop WPPs in accordance with the Phasing Plan.

If the CM/GC wishes to submit a draft WPP, the Department will review and offer comments.

The Department shall review each submitted final WPP and provide feedback within five (5) workdays. Thereafter, the Department and the CM/GC shall engage in good faith negotiations to finalize the Work Package on a timely basis. If after 5 workdays of negotiation, a resolution to the WPP scope and price cannot be achieved, the negotiation must be escalated to the Executive Review Board. The Executive Review Board will meet and resolve within 5 workdays after receiving the escalated issue.

Each WPP shall be for a unique Work Package.

Upon agreement of the WPP and included GMP, the Department and CM/GC shall execute a Task Work Order (subject to availability of funds), which shall set forth each of the items listed below to the extent they are relevant to the scope of the Construction Work authorized by the Work Package:

- GMP with backup documentation.
- The Schedule of Values.
- The Work Package Schedule, including a total duration of the work in calendar days. The schedule shall identify the critical path, identify and account for long-lead procurement needs, and identify and account for the Department's ROW acquisition

dates for the Work Package. The Work Package Schedule shall be contained within the Master Schedule.

- The parties' respective obligations for obtaining any required Governmental Approvals.
- A list of the Design Documents, including all addenda thereto, used in preparation of the GMP, including a list of clarifications and assumptions made to supplement the information contained in the Design Documents.
- The studies, plans, and reports generated as part of the Preconstruction Phase, including any site investigation reports, the Utility Map, Hazardous Materials Report, Project Management Plan, Quality Management Plan, Safety Plan, and Hurricane Readiness Plan.
- Any changes to identified Key Personnel positions or the individuals serving in such positions.
- The Specifications Package.
- The Risk Register.
- The CM/GC's obligations to perform work under any Utility Agreements.
- Any other documents or information required by the Department.
- Any clarifications made by the Department under the provisions of this RFQ.
- Additional obligations or requirements agreed to by both parties.

#### **4. WPP GMPs:**

The GMP for each WPP shall be computed as the sum of the following and any other components agreed to by the Department and the CM/GC:

1. The CM/GC's reasonable, good faith estimate of the cost of the Work, presented as the Schedule of Values. This shall include all values for self-performed work and subcontracted work that makes up the Work Package.
2. The CM/GC's Mark-up.
3. Any Risk Reserve approved by the Department.

The backup support for the calculation of the GMP shall be provided to the Department in a manner and format agreed to by the Department and the CM/GC.

The CM/GC and the Department shall establish the backup support documentation required for a GMP. The backup support for the GMP is anticipated to include the following: Pay Item list with associated quantities and unit prices to establish a Schedule of Values.

The Department and the CM/GC may agree in any WPP that some or all of the pricing shall be expressed as a lump sum as opposed to a GMP amount. The Department and the CM/GC may also agree in any WPP that elements of the pricing may be paid for on a unit-price basis in the interest of risk-sharing.

#### **5. Coordination with the Department for GMPs:**

The CM/GC shall develop a collaborative environment with the Department and its representatives in order to maximize value and quality of the Project through open and transparent development of project costs, schedule, and risks. The requirements stated herein are minimums, and the Department may request additional meetings or documentation to be shared by the CM/GC to the Department or its representatives to enable those representatives to perform their services for the Department.

Before any pricing begins on any Work Package Proposal, the CM/GC, the Department, and its representatives shall meet to discuss and agree on how the GMP will be evaluated for the Work Package Proposal. In addition to reviewing the overall fair price strategy, the Department and its representatives will seek agreement with the CM/GC on how certain elements of price will be handled. The following issues will be discussed:

- Definition of fair market price
- Labor and equipment rates
- Subcontractor quotes and self-performed work

## **VI. Technical Requirements and Provisions for Work.**

### **A. Environmental Permits:**

The Department will be responsible for obtaining all necessary environmental resource permits and wildlife permits for the Project. The CM/GC will be responsible for obtaining all other construction related permits that may be necessary, including any associated fees.

The CM/GC shall note that the portion of the project in Manatee County is located within the Terra Ceia Aquatic Preserve, an Outstanding Florida Water (OFW).

### **B. Quality Management Plan (QMP):**

The CM/GC 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 CM/GC 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 CM/GC 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. For each Work Package, update the JGS monthly or at a frequency as required by the Department.

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

### **C. Construction Engineering and Inspection:**

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

The CM/GC is subject to the Department's Independent Assurance (IA) Procedures.

**D. 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 prestress plants, batch plants, structural steel and weld fabrication plants, etc. in accordance with the latest Specifications.

**VII. Construction Criteria.**

**A. General:**

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

No blasting shall be used to demolish the existing bridge elements. Permit modifications to allow blasting will not be considered by the Department.

**B. Shop Drawings:**

The CM/GC shall be responsible for the preparation and submittal of Shop Drawings in accordance with the Specifications. 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.

**C. Stormwater Pollution Prevention Plans (SWPPP):**

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