

*Florida Department of Transportation*  
*District 4*

**DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
SW 10<sup>th</sup> Street Connector Transportation Systems  
Management and Operations (TSM&O) Project  
Broward County, FL**

**Financial Projects Number(s): 439891-5-52-01, 439891-5-52-02  
Federal Aid Project Number(s): D421 and D422  
Contract Number: E4V80**

**Addendum 2**

**August 4, 2022**

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## ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

- A. Project Advertisement
- B. Division I Design-Build Specifications
  - Award and Execution of Contract – Public Records (SP0030900DX)
  - Legal Requirements and Responsibilities to the Public – E-Verify (SP0072900)
  - Legal Requirements and Responsibilities to the Public – Scrutinized Companies (SP0073000)
  - Contaminated Material - Mercury-Containing Devices and Lamps (SP0080409)
- C. Divisions II and III Special Provisions identified by the Department to be used on the Project: (Pending)
  - Mobilization (SP1010000DB)
  - Contractor Quality Control General Requirements (SP1050813DB)
- D. ITS Deployment Requirements
- E. Connected Vehicle System Deployment Requirements
- F. Connected Vehicle On-Board Units Minimum Technical Requirements
- G. Broward County Adaptive Traffic Control System and Signal Fiber Interconnection Deployment Requirements
- H. Design Variation (Lateral Offset)
- I. Geotechnical Data (Pending)
- J. Survey Data (No change from May 9 Advertisement Data)
- K. FDOT Systems Engineering and ITS Architecture Procedure
- L. Maintenance Map Specific Purpose Survey (Draft)
- M. Florida East Coast Railroad (FEC) General Specifications
- N. FEC Utility License Application
- O. FEC Utility Submittal Checklist

### Bid Price Proposal Forms:

1. Bid Blank (375-020-17)
2. Design Build Proposal of Proposer (375-020-12)
3. Design Build Bid Proposal Form (700-010-65)
4. Bid or Proposal Bond (375-020-34)
5. DBE Forms (as applicable)

## REFERENCE DOCUMENTS

The following documents are being provided with this RFP. Except as specifically set forth in the body of this RFP, these documents are being provided for reference and general information only. They are not being incorporated into and are not being made part of the RFP, the contract documents or any other document that is connected or related to this Project except as otherwise specifically stated herein. No information contained in these documents shall be construed as a representation of any field condition or any statement of facts upon which the Design-Build Firm can rely upon in performance of this contract.

All information contained in these reference documents must be verified by a proper factual investigation. The bidder agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

**1. Concept Design**

Concept Plans and associated CADD files

- ITS Concept Plans
- Signalization Concept Plans
- Broward County Traffic Signal Interconnection Concept Plans
- Broward County Adaptive Traffic Control System (ATCS) Concept Plans

**2. Environmental**

Bridge Asbestos Survey Reports

Level 2 Contamination Assessment Reports

**3. Miscellaneous**

BCTED Contractor Acceptance Form Letter

BCTED Cyberlock Electronic Key Release Form

Community Awareness Plan

Rail Coordination Memo (Pending)

Straight Line Diagrams

Concept of Operations (ConOps)

Project Systems Engineering Management Plan (PSEMP)

Proprietary Product Form

Project Risk Assessment and Regulation Compliance Checklist

Systems Engineering Project Checklist

Cost Schedule Risk Assessment

**4. Plans**

Adjacent Construction Projects

Existing Plans and As-Builts

**5. Right of Way and Survey**

Project Surveyors Report

Survey Lidar Raw Data (Provided with Advertisement)

Right of Way Maps

**6. Utilities**

Base Utility Map CADD File

UA/O Correspondence and Facility Markup Plans

SUE data (Pending)

Utility Coordination Memo

Utility Permits

**7. Permitting**

Meeting Minutes

## **I. Introduction.**

The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for deploying permanent arterial Intelligent Transportation Systems (ITS) and Connected Vehicle (CV) infrastructure along the following corridors surrounding SW 10<sup>th</sup> Street and I-95, including US 1 (SR 5) from SR 834 to SR 810, Dixie Highway (SR 811) from SR 834 to SR 810, Powerline Road (SR 845) from SR 834 to SR 810, US 441 (SR 7) from SR 834 to SR 810, Hillsboro Boulevard (SR 810) from SR 7 to SR A1A, and Sample Road (SR 834) from SR 7 to SR 5. All deployed infrastructure is intended to be used as a smart work zone (SWZ) system during upcoming construction of the SW 10th Street Connector and I-95. The permanent deployments will remain after construction which will expand the Department's established Advanced Transportation Management System (ATMS) and Arterial Management Program (AMP) in Broward County to actively monitor, manage, and improve arterial operations in the region. As part of this project, Adaptive Traffic Control System (ATCS) for Broward County will also be deployed on Hillsboro Boulevard (SR 810), Sample Road (SR 834), and US 441 (SR 7). New fiber optic cable communications network will also be deployed along US 1 (SR 5), Dixie Highway (SR 811), Powerline Road (SR 845), Hillsboro Boulevard (SR 810), and Sample Road (SR 834) for Broward County traffic signal interconnection.

It is the Department's intent that all Project construction activities be conducted within the existing Right of Way. The Design-Build Firm may submit a Technical Proposal that requires the acquisition of additional Right of Way if the subject acquisition was approved during the Alternative Technical Concept (ATC) process. Any Technical Proposal that requires the acquisition of additional Right of Way will not extend the contract duration as set forth in the Request for Proposal under any circumstances. The Department will have sole authority to determine whether the acquisition of additional Right of Way on the Project is in the Department's best interest, and the Department reserves the right to reject the acquisition of additional Right of Way.

If a Design-Build Firm intends to submit a Technical Proposal that requires the acquisition of additional Right of Way, the Design-Build Firm shall discuss such a proposal with the Department as part of the ATC process. If a Design-Build Firm submits a Technical Proposal that requires the acquisition of additional Right of Way and the Design-Build Firm fails to obtain Department approval as part of the ATC process, then the Department will not consider such aspects of the Proposal during the Evaluation process. If the Design-Build Firm's Technical Proposal requires additional Right of Way approved by the ATC process, the additional Right of Way will be required to be directly acquired by the Department. The Design-Build Firm shall submit, along with the Technical Proposal, Right of Way maps and legal descriptions including area in square feet of any proposed additional Right of Way parcels in the Technical Proposal. The additional Right of Way will be acquired by the Department in accordance with all applicable state and federal laws, specifically including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations. This includes completing a State Environmental Impact Report (SEIR) or National Environmental Policy Act (NEPA) evaluation as appropriate. All costs concerning the acquisition of additional Right of Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, property cost, etc. The Department will have sole discretion with respect to the entire acquisition process of the additional Right of Way.

If the Design-Build Firm's Technical Proposal requires additional Right of Way, the acquisition of any such Right of Way shall be at no cost to the Department, and all costs associated with securing and making ready for use such Right of Way for the Project shall be borne solely by the Design-Build Firm as a part of the Design-Build Firm's Lump Sum Price Bid. The Department will not advance any funds for any such Right

of Way acquisition and the Design-Build Firm shall bear all risk of delays in the acquisition of the additional property, regardless of cause or source. No additional contract time will be granted.

The Design Build Firm shall provide to the Department an estimate of the purchase price of the land from the property owner and any conditions related to the purchase. The Department will provide to the successful Design-Build Firm an estimate of all costs related to the acquisition and use of the additional Right-of-Way for the project. At the time the Design-Build Firm returns the executed contract to the Department, the Design-Build Firm will provide the Department funds equal to the amount of the Department's estimate along with a Letter of Credit approved by the Department in an amount equal to 100% of the Department's estimate. If additional funds beyond the Department's estimate are anticipated, the Design-Build Firm shall be solely responsible for all such costs and provide the same to the Department upon ten (10) days written notice from the Department. The Letter of Credit is for the purpose of securing the obligations of the Design-Build Firm with respect to the acquisition and use of additional Right-of-Way. The Letter of Credit will be released upon the Department's determination that all costs related to the acquisition of and making ready for use of the additional Right-of-Way have been satisfied. Any remaining funds provided will be returned to the Design-Build Firm.

Any additional Right of Way must be acquired prior to the commencement of any construction on or affecting the subject property. The Design-Build Firm waives any and all rights or claims for information, compensation, or reimbursement of expenses with respect to the Design-Build Firm's payment to the Department for costs associated with the acquisition of the additional Right of Way. The additional Right-of-Way cannot be used for any construction activity or other purpose until the Department has issued an applicable parcel clear letter or a Right of Way Certification for Construction.

If the Department's attempt to acquire the additional Right of Way is unsuccessful, then the Design-Build Firm shall provide a design of the Project within existing Right of Way and be required to complete the Project solely for the Lump Sum Price Bid, with no further monetary or time adjustments arising therefrom. Under no circumstances will the Department be liable for any increase in either time or money impacts the Design-Build Firm suffers due to the Design-Build Firm's proposed acquisition of additional Right of Way, whether or not the acquisition is successful.

### **Description of Work**

#### **Below is a brief description of scope of work under FPID 439891-5-52-01:**

This project includes the deployment of new ITS infrastructure along the six (6) corridors comprising the project. Existing Arterial DMS and supporting infrastructure along Hillsboro Boulevard and Sample Road will also be replaced as part of the project. The ITS infrastructure will enable real-time traffic monitoring and traveler information dissemination capabilities along the project corridors. The proposed ITS infrastructure and subsystems shall include but are not limited to:

- Communications subsystem – one 144-count Single Mode (SM) Fiber Optic Cable (FOC) backbone for FDOT District 4 that will be connected to the existing District 4 fiber backbone. Replacement of the existing Communications Hub shelter on Hillsboro Boulevard and installation of a new Communications Hub Shelter in the area of the I-95 and Sample Road interchange. Including network switches, drop fibers, underground conduits, splice vault and pull box system, patch panels, and all required accessories for a complete communications system.
- Electrical Power Distribution subsystem – power for the proposed ITS devices consisting of underground and above ground conduits, power conductors, electrical service points, grounding and surge protective devices, and Uninterruptible Power Supply (UPS) system in all ITS cabinets, and permanent generators at Communications Hub Shelters.

- Closed Circuit Television (CCTV) Camera subsystem – CCTV cameras to provide real-time traffic monitoring along the 6 arterial corridors and verification for the operation of other ITS subsystems such as the Arterial Dynamic Message Signs (ADMS) over the roadways.
- Vehicle Detection System (VDS) subsystem – Microwave Vehicle Detection System (MVDS) to provide real-time traffic data such as speed, volume and occupancy at mid-block sections of the corridors. Bluetooth Travel Time System (BTTS) devices to provide real-time travel time at select intersections along the corridors. This information will be used for both traffic data collection and reporting.
- Dynamic Message Signs (DMS) subsystem – Arterial DMS (ADMS) to provide motorists real-time traffic information such as lane-blocking events, scheduled lane closures during construction or maintenance, and other traveler information.
- Connected Vehicle (CV) subsystem – CV to provide a platform to exchange and disseminate information between roadway users and infrastructure. Include at a minimum Roadside Units (RSU), On-board Units (OBU), CV central software/platform, smartphone applications, hosting and integration.
- New complete intersections mast arm assembly, pedestal mounted signal, pedestrian signal, and video detection equipment will be required for the Hillsboro Boulevard and Deerfield Plaza intersection and the Hillsboro Boulevard and NW 41 Way intersection.
- Modifications and/or expansions of the existing FDOT RTMC central systems and equipment as needed.

CCTV camera, DMS, and VDS subsystems shall be integrated into the District 4 SunGuide® central system. Any new software and/or device drivers for ITS and CV devices which are not currently supported by SunGuide® in District 4 shall be furnished by the Design-Build Firm.

The Design-Build Firm shall refer to Attachment D - ITS Deployment Requirements, Attachment E - Connected Vehicle System Deployment Requirements, and Attachment F - Connected Vehicle On-Board Units Minimum Technical Requirements for detailed description of work.

**Below is a brief description of scope of work under FPID 439891-5-52-02:**

The proposed Broward County Adaptive Traffic Control System (ATCS) and Traffic Signal Interconnection work include but not limited to:

- Installing a separate 96-count SM FOC backbone and drops into the signal cabinets along the following five (5) corridors to be used by Broward County for signal interconnection:
  - SR 5/US 1 from SR 834/Sample Road to SR 810/Hillsboro Boulevard
  - SR 811/Dixie Highway from SR 834/Sample Road to SR 810/Hillsboro Boulevard
  - SR 845/Powerline Road from SR 834/Sample Road to SR 810/Hillsboro Boulevard
  - SR 810/Hillsboro Blvd from SR 7/US 441 to Military Trail and from SR 5/US 1 to Riverview Road
  - SR 834/Sample Road from SR 7/US 441 to SR 5/US 1
- Deployment of an Adaptive Traffic Control System (ATCS) including Transit Signal Prioritization (TSP) for the signalized intersections along the following three (3) corridors:
  - SR 834/Sample Road from Military Trail to SR 5/US 1
  - SR 810/Hillsboro Boulevard from Deer Creek Boulevard to SR-A1A
  - SR 7/US 441 from SR 810/Hillsboro Boulevard to SR 834/Sample Road

The Design-Build Firm shall refer to Attachment G - Broward County Adaptive Traffic Control System and Signal Fiber Interconnection Deployment Requirements for detailed description of work.



It is the intent to always preserve existing vegetation including trees and palms that do not conflict with proposed improvements. Tree and palm protection shall comply with FDOT Standard Plans for Road and Bridge Construction (Standard Plans), Index 110-100. Within the Project limits and within the Project Right of Way, it will be the responsibility of the Design-Build Firm to identify and remove all Category 1 invasive exotics as defined by the Florida Exotic Pest Plant Council ([www.fleppc.org](http://www.fleppc.org)).

**A. Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, preparation of all documentation related to the acquisition of all permits not acquired by the Department, preparation of any and all information required to modify permits acquired by the Department if necessary, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section VI) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm is responsible for coordinating with the District Environmental Office any engineering information related to Environmental Reevaluations. The Design-Build Firm will not be compensated for any additional costs or time associated with Reevaluation(s) resulting from proposed design changes.

The Design-Build Firm may propose changes which differ from the approved Interchange Access Request (if applicable) and/or the Project Development & Environment (PD&E) Study. Proposed changes must be coordinated through the Department. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary documentation required for the Department to analyze and satisfy requirements to obtain approval of the Department, and if applicable, the Office of Environmental Management (OEM) for the NEPA document, or FHWA for the Interchange Access Request document. The Design-Build Firm shall provide the required documentation for review and processing. Approved revisions to the configuration may also be required to be included in the Reevaluation of the NEPA document or SEIR Reevaluations, per Section O (Environmental Services/Permits/Mitigation) of the RFP. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

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

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good Project management practices while working on this Project. These include communication with the Department and others as necessary, management of time and resources, and documentation.

## **B. Department Responsibility**

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

In accordance with 23 CFR 636.109 of the FHWA, in a Federal Aid project, the Department shall have oversight, review, and approval authority of the permitting process.

The Department will determine the environmental impacts and coordinate with the appropriate agencies during the preparation of NEPA or SEIR Reevaluations. For federal projects, NEPA Reevaluations will be processed by the Department's EMO Office for approval by OEM pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated December 14, 2016 and executed by the FHWA and the Department.

## **C. Bid Alternatives**

The Department has established three (3) priorities in the form of bid alternatives to implement the SW 10th Street Connector TSM&O Project. These alternatives begin with base project as Bid Alternative 1, with limits as defined here, and increase in scope until the maximum scope is achieved, as described below, with Bid Alternative 3. The alternatives in priority order are Bid Alternative 1 as being the lowest priority and Bid Alternative 3 as being the highest priority.

**Bid Alternative 1** includes the Design and Construction of all of the work described in the RFP for the following corridors:

- SR 5/US 1, Hillsboro Boulevard, SR 7/US 441, and Sample Road improvements

**Bid Alternative 2** includes all of the work described in Bid Alternative 1, as defined in the RFP and the addition of the following corridors:

- Dixie Highway and Powerline Road improvements

**Bid Alternative 3** includes all of the work described in Bid Alternative 1 and Bid Alternative 2, as defined in the RFP and the addition of the following improvements;

- One ADMS on northbound Military Trail approaching Sample Road
- One ADMS on southbound Military Trail approaching Hillsboro Boulevard
- One ADMS on northbound Lyons Road approaching Sample Road
- One ADMS on southbound Lyons Road approaching Hillsboro Boulevard
- One ADMS on eastbound Wiles Road approaching SR 7

## **II. Schedule of Events.**

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

Date	Event
March 17, 2022	Planned Advertisement
May 9, 2022	Current Advertisement
May 31, 2022	Letters of Interest for Phase I of the procurement process due in District Office by 12:00 pm local time
June 27, 2022	Proposal Evaluators submit Letter of Interest Scores to Contracting Unit 12:00 pm local time
June 30, 2022	Contracting Unit provides Letter of Interest scores and Proposal Evaluators comments to Selection Committee 12:00 pm local time
July 5, 2022	Public Meeting of Selection Committee to review and confirm Letter of Interest scores 9:00 am local time in the District 4 Auditorium, District Four Headquarters, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309
July 5, 2022	Shortlist Posting Date
July 12, 2022	Final RFP provided to Design-Build Firms continuing to Phase II of the procurement process 5:00 pm local time
July 19, 2022	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1 5:00 pm local time
July 26, 2022	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1 5:00 pm local time
August 3, 2022	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 90 Minutes will be allotted for this Meeting.
August 17, 2022	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2, 5:00 pm local time
August 24, 2022	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 2, 5:00 pm local time
August 31, 2022	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 90 Minutes will be allotted for this Meeting.
September 14, 2022	Deadline for submittal of Alternative Technical Concept Proposals, 5:00 pm local time.
September 14, 2022	Final deadline for submission of requests for Design Exceptions or Design Variations, 5:00 pm local time
October 19, 2022	Addendum issued for approved Design Exceptions, 5:00 pm local time
October 26, 2022	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 3 5:00 pm local time
November 2, 2022	One-on-One Alternative Technical Concept Discussion Meeting No. 3. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to October 19, 2021 for which the Department requested additional information and were not approved or for new ATCs that are a direct response to an Addendum issued on or after October 19, 2022.
November 9,	Deadline for submittal of Alternative Technical Concept Proposals for

2022	which the Department requested additional information and were not approved or for new ATCs that are a direct response to an Addendum issued on or after October 19, 2022. Deadline is 5:00 pm local time.
November 23, 2022	DDE completes review of ATCs and notifies Design-Build Firms.
December 5, 2022	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
December 12, 2022	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.
December 14, 2022	Technical Proposals due in District Office by 5:00 pm local time
December 14, 2022	Deadline for Design-Build Firm to “opt out” of Technical Proposal Page Turn meeting.
December 21, 2022	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
January 11, 2023	Question and Answer Written Responses. Deadline for the Department to provide a list of questions/clarifications for the Design-Build Firm to answer.
January 18, 2023	Deadline for submittal of Question and Answer Written Responses to the Department’s questions/clarifications from the Design-Build Firm, 5:00 pm local time
January 25, 2023	Deadline for submittal of follow up questions to previously submitted Question and Answer Written Responses to the Department’s questions/clarifications from the Design-Build Firm, 5:00 pm local time.
February 1, 2023	Deadline for submittal of Question and Answer Written Responses to the Department’s follow up questions, 5:00 pm local time.
February 1, 2023	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
February 6, 2023	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
February 6, 2023	Deadline for the Design-Build Firm to submit a written statement per Section III. Threshold Requirements, F. Question and Answer Written Responses
February 8, 2023	Price Proposals due in District Office by 11:00 am local time.
February 8, 2023	Public announcing of Technical Scores and opening of Price Proposals at 11:00 am local time in District Four Headquarters Manatee, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309.
February 20, 2023	Public Meeting Date of Selection Committee to determine intended Award
February 20, 2023	Final Selection Posting Date
March 6, 2023	FHWA Concurrence to Award
March 13, 2023	Anticipated Award Date

March 28, 2023	Anticipated Execution Date
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**III. Threshold Requirements.**

**A. Qualifications**

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

**B. Joint Venture Firm**

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

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, and geotechnical and construction portions of the Work. The Joint Venture shall provide an Affirmative Action Plan specifically for the Joint Venture.

**C. Price Proposal Guarantee**

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

**D. Pre-Proposal Meeting**

A Pre-Proposal Meeting will not be held.

**E. Technical Proposal Page-Turn Meeting**

The Department will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting. FHWA will be invited on Projects of Division Involvement (PoDIs). The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due and the Question and Answer Written Response occurs, per the Schedule of Events section of this RFP. The Department will terminate the page-turn meeting promptly at the end of the allotted time. The Department will record all of the page-turn meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. Roll plots submitted with the Technical Proposal and an unmodified aerial or map of the project limits provided by

the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Department upon conclusion of the page turn meeting. The use of the electronic screen will be permitted for display of the Technical Proposal, roll plots, and unmodified aerial or map of the project limits. Upon conclusion of the thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Department.

#### **F. Question and Answer Written Responses**

The Department will provide all proposed questions to each Design-Build Firm as it relates to their Technical Proposal approximately 1 (one) week before the written Q & A letter is due.

The Design-Build Firm shall submit to the Department a written letter answering the questions provided by the Department. The questions and written answers/clarifications will become part of the Contract Documents and will be considered by the Department as part of the Technical Proposal. In the event the Design-Build Firm includes additional information in the written response which was not discussed as part of the Department's questions and is otherwise not included in the Technical Proposal, such additional information will not be considered by the Department during the evaluation of the Technical Proposal.

One (1) week prior to the Price Proposal due date the Design-Build Firm shall submit to the Department a written statement as follows: "[insert name of the Design-Build Firm] confirms that, despite any provision in the Design-Build Firm's Technical Proposal or any Q&A written response letter that may be inconsistent with the other requirements of the Contract Documents, [insert name of the Design-Build Firm] intends to comply fully with the requirements otherwise provided for in the Contract Documents, except for, pursuant to Subsection 5-2 Coordination of Contract Documents of the Design-Build Division I Specifications, any [insert name of Design-Build Firm]'s statements, terms, concepts or designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required which such statements, terms, concepts and designs are the obligations of [insert name of the Design-Build Firm]." In case of the failure of the Design-Build Firm to timely provide such a written statement, the Department may determine the Design-Build Firm to be deemed non-responsive.

#### **G. Protest Rights**

Any person who is adversely affected by the specifications contained in this Request for Proposal must file a notice of intent to protest in writing within seventy-two hours of the posting of this Request for Proposal. Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, F.A.C., any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 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.

## **H. Non-Responsive Proposals**

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

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

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

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

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

## **I. Waiver of Irregularities**

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

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

4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Department policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

**J. Modification or Withdrawal of Technical Proposal**

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

**K. Department's Responsibilities**

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

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

**L. Design-Build Contract**

The Department will enter into a Lump Sum contract with the successful Design-Build Firm. In accordance with Section V, the Design-Build Firm will provide a schedule of values to the Department for their approval. The total of the Schedule of Values will be the lump sum contract amount.

The terms and conditions of this contract are fixed price and fixed time. The Design-Build Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

**IV. Disadvantaged Business Enterprise (DBE) Program.**

**A. DBE Availability Goal Percentage:**

The Department of Transportation has an overall, race-neutral DBE goal. This means that the State's goal



is to spend a portion of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Department believes that the overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown in the Project Advertisement and on the bid blank/contract front page under "% DBE Availability Goal". The Department has determined that this DBE percentage can be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

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

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

**B. DBE Supportive Services Providers:**

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

**C. Bidders Opportunity List:**

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

All Contractors must enter their bid opportunity information in the Equal Opportunity Compliance (EOC) system within three business days of submission of the bid or proposal. The link to the EOC system is located in Chapter 1 Section 1.4, Directory of Compliance Websites & Addresses. Failure of bidders to enter Bid Opportunity List information is a violation of 49 C.F.R. 26.11 and grounds for compliance actions up to and including withholding of progress payments. Note: All registered primes submitting a bid will need to apply for EOC User ID and Password to gain access to the EOC system.

**V. Project Requirements and Provisions for Work.**

**A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Department, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of

this work. Current edition is defined as the edition in place and adopted by the Department at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, FDOT Standard Plans and applicable Interim Revisions in effect at the time the bid price proposals are due in the District Office. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Design Manual (FDM)  
<http://www.fdot.gov/roadway/FDM/>  
Note: the use of FDM Part 9 requires approval by the District Design Engineer
2. Florida Department of Transportation Specifications Package Preparation Procedure  
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Standard Plans for Road and Bridge Construction  
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)  
<http://www.fdot.gov/roadway/FDM/>
5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
6. Florida Department of Transportation Surveying Procedure 550-030-101  
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
7. Florida Department of Transportation EFB User Handbook (Electronic Field Book)  
[http://www.fdot.gov/geospatial/doc\\_pubs.shtm](http://www.fdot.gov/geospatial/doc_pubs.shtm)
8. Florida Department of Transportation Drainage Manual  
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
9. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
10. Florida Department of Transportation Structures Manual  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
12. AASHTO – A Policy on Geometric Design of Highways and Streets  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=110](https://bookstore.transportation.org/collection_detail.aspx?ID=110)
13. MUTCD - 2009  
<http://mutcd.fhwa.dot.gov/>

14. Safe Mobility for Life Program Policy Statement  
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
15. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015  
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
17. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
19. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
20. Florida Department of Transportation Utility Accommodation Manual  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd\\_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0)
21. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
22. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual  
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual  
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
27. Florida Department of Transportation Intelligent Transportation System Guide Book  
[http://www.fdot.gov/traffic/Doc\\_Library/Doc\\_Library.shtm](http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm)
28. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications  
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
29. AASHTO Guide for the Development of Bicycle Facilities  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=116](https://bookstore.transportation.org/collection_detail.aspx?ID=116)
30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).  
[http://www.fhwa.dot.gov/engineering/hydraulics/library\\_arc.cfm?pub\\_number=17](http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17)
31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design,

- Construction and Maintenance for Streets and Highways  
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
33. Florida Department of Transportation Driveway Information Guide  
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
34. AASHTO Highway Safety Manual  
<http://www.highwaysafetymanual.org/>
35. Florida Statutes  
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
36. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual  
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>

**B. Innovative Aspects:**

All innovative aspects shall be identified separately as such in the Technical Proposal.

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

**1. Alternative Technical Concept (ATC) Proposals**

The Department has chosen to incorporate in the Design-Build method of project delivery the process whereby Design-Build Firms may propose innovative technical solutions for the Departments approval which meet or exceed the goals of the project. The process involves the submission of an Alternative Technical Concept (ATC) as outlined below. This process has shown to be very cost effective in providing the best-value solution which often times is a result of the collaborative approach of the contractor and their designer which is made possible with the Design Build project delivery method and the ATC process.

The ATC process allows innovation, flexibility, time and cost savings on the design and construction of Design-Build Projects while providing the best value for the public. Any deviation from the RFP that the Design-Build Firm seeks to obtain approval to utilize prior to Technical Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the Department for consideration through the ATC process. ATCs also include items defined in FDM, Part 1, Chapter 121.3.2. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the Department. ATC Proposals which reduce scope, quality, performance, or reliability should not be proposed. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the RFP.

The Department will keep all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law, with few exceptions. Although the Department will issue an addendum for all ATC Proposals contained in the list below, the Department will endeavor to maintain confidentiality of the Design-Build Firms specific ATC proposal. Prior to approving ATC's which would result in the

issuance of an Addendum as a result of the item being listed below, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals. Any approved ATC Proposal related to following requirements described by this RFP shall result in the issuance of an Addendum to the RFP:

- New Design Exceptions required or modifications to Department approved Design Exceptions already provided in the Attachments.
- Significant changes in scope as determined by the Department.

The following requirements described by this RFP may be modified by the Design-Build Firm provided they are presented in the One-on-One ATC discussion meeting, as defined below, and submitted to the Department for review and approval through the ATC process described herein. The Department may deem a Proposal Non-Responsive should the Design-Build Firm include but fail to present and obtain Department approval of the proposed alternates through the ATC process. Department approval of an ATC proposal that is related to the items listed below will NOT result in the issuance of an Addendum to the RFP.

- Changes or modifications to the Connected Work Zone Platform.

## **2. One-on-One ATC Proposal Discussion Meetings**

One-on-One ATC discussion meetings may be held in order for the Design-Build Firm to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. Each Design-Build Firm with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Design-Build Firm shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of ATC proposals to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATC's to be discussed but it should be sufficiently comprehensive to allow the Department to identify appropriate personnel to participate in the One-on-One ATC discussion meetings.

The purpose of the One-on-One ATC discussion meeting is to discuss the ATC proposals, answer questions that the Department may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. The meeting should be between representatives of the Design-Build Firm and/or the Design-Build Engineer of Record and District/Central Office staff as needed to provide feedback on the ATC proposal. FHWA should be invited to ATC meetings for all PoDI projects. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Department will advise the Design-Build Firm as to the following related to the ATC proposals which were discussed:

- The Proposal meets the criteria established herein as a qualifying ATC Proposal; therefore, an ATC Proposal submission IS required, or
- The Proposal does not meet the criteria established herein as a qualifying ATC proposal since the Proposal is already allowed or contemplated by the original RFP; therefore, an ATC Proposal submission is NOT required.

The Department will return all handouts back to the Design-Build Firm except one copy to remain in the secure procurement file.

## **3. Submittal of ATC Proposals**

All ATC submittals must be in writing and may be submitted at any time following the Shortlist Posting but shall be discussed and submitted prior to the deadline shown in the Schedule of Events of this RFP.

The Department will allow the submission of draft ATCs at any time following the Shortlist Posting until

the date on which the last One-on-One ATC discussion meeting is held as defined in the Schedule of Events. The submission must be clearly marked as DRAFT. The Design-Build Firm, by submitting a Draft ATC, understands that the purpose of the submission is to provide information to facilitate the discussion during ATC meetings and that the Department will discuss the concept but is not obligated to reply to the draft submission as if it were a formal ATC submittal. However, at any time prior to the formal Alternative Technical Concept Proposal submittal, the Department may provide the Design-Build Firm with a draft written response. The draft written response shall be clearly marked as DRAFT.

The intent of this draft ATC response is to provide the Design-Build Firm with possible additional feedback beyond what is provided during the one-on-one ATC meetings, with the goal of allowing for more condensed procurement schedules, as well as potentially eliminating a one-on-one ATC meeting on complex projects.

All ATC submittals are required to be on plan sheets or on roll plots no wider than 36" and shall be sequentially numbered and include the following information and discussions:

- a) Description: A description and associated conceptual drawings of the proposed ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis as applicable;
- b) Usage: The locations of the proposed ATC elements/configuration and an explanation of how the ATC would be used on the Project;
- c) Deviations: References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for approval of such deviations along with suggested changes to the requirements of the RFP which would allow the alternative proposal;
- d) Analysis: An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;
- e) Impacts: A preliminary analysis of potential impacts on vehicular traffic (during construction), environmental impacts, community impacts, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation;
- f) Risks: A description of added risks to the Department or third parties associated with implementation of the ATC;
- g) Quality: A description of how the ATC is equal or better in quality and performance than the requirements of the RFP including the traffic operational analysis if requested by the Department;
- h) Operations: Any changes in operation requirements associated with the ATC, including ease of operations;
- i) Maintenance: Any changes in maintenance requirements associated with the ATC, including ease of maintenance;
- j) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC;

#### **4. Review and Approval of ATC Submittals**

After receipt of the ATC submittal, the District Design Engineer (DDE), or designee, will communicate with the appropriate staff (i.e. District Structures Design Engineer, District Construction Engineer, District Maintenance Engineer, State Structures Design Engineer, State Roadway Design Engineer, FHWA, (as applicable) as necessary, and respond to the Design-Build Firm in writing within 14 calendar days of receipt of the ATC submittal as to whether the ATC is acceptable, not acceptable, or requires additional information. If the DDE, or designee, determines that more information is required for the review of an ATC, questions should be prepared by the DDE, or designee, to request and receive responses from the Design-Build Firm. The review should be completed within 14 calendar days of the receipt of the ATC submittal. If the review will require additional time, the Design-Build Firm should be notified in advance of the 14 day deadline with an estimated timeframe for completion.

Approved Design Exceptions required as part of an approved ATC submittal will result in the issuance of an addendum to the RFP notifying all Shortlisted Design-Build Firms of the approved Design Exception(s). Such a change will be approved by FHWA, as applicable. Prior to approving ATC's which would result in the issuance of an Addendum as a result of a Design Exception, the Design-Build Firm will be given the option to withdraw previously submitted ATC Proposals.

The Department reserves the right to disclose to all Design-Build Firms, via an Addendum to the RFP, any errors of the RFP that are identified during the One-on-One ATC meetings, except to the extent that the Department determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

Through the ATC process, the Design-Build Firm may submit, and the Department may consider, geometric modifications to the Concept Plans or other contract requirements that will provide an engineering solution that is better overall in terms of traffic flow and reduced congestion. The approval of ATCs related to improvements of traffic flow and reduced congestion is at the sole discretion of the Department. It is the Design-Build Firm's responsibility to clearly establish in the ATC process how the engineering solution provides a benefit to the Department and identify areas of conflict outlined in the RFP.

ATC's are accepted by the Department at the Department's discretion and the Department reserves the right to reject any ATC submitted. The Department reserves the right to issue an Addendum to the RFP based upon a previously denied ATC Proposal, without regard to the confidentiality of the denied ATC Proposal. All Department approvals of ATC submissions are based upon the known impacts on the Project at the time of submission. The Department reserves the right to require a modification or amendment to a previously approved ATC as a result of a contract change which is issued by an addendum subsequent to the Department's initial approval of the ATC.

## **5. Incorporation of Approved ATC's into the Technical Proposal**

The Design-Build Firm will have the option to include any Department Approved ATC's in the Technical Proposal. The Proposal Price should reflect any incorporated ATC's. All approved ATC's that are incorporated into the Technical Proposal must be clearly identified in the Technical Proposal Plans and/or Roll Plots. The Technical Proposal shall also include a listing of the incorporated, approved ATCs.

By submitting a Proposal, the Design-Build Firm agrees, if it is not selected, to disclosure of its work product to the successful Design-Build Firm, only after receipt of the designated stipend (if applicable) or after award of the contract whichever occurs first.

### **C. Geotechnical Services:**

**1. General Conditions:**

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

**D. Department Commitments:**

The Design-Build Firm will be responsible for adhering to the project commitments identified below:

Not Applicable

**E. Environmental Permits:**

Not Applicable

**F. Railroad Coordination:**

FEC (Florida East Coast Railway)

Railroad coordination is anticipated with Florida East Coast Railway, LLC (FEC) for construction activities at the following locations:

- TSM&O Network crossing FEC at Sample Road SR 834 and West Hillsboro BLVD under the FEC railroad tracks
- TSM&O Network along S. Dixie HWY SR 811 adjacent to FEC right-of-way between Sample Road SR 834 and West Hillsboro BLVD.

The Department will conduct the required contract negotiations and assist the Design-Build Firm during plans review coordination with FEC. The corresponding Flagging Agreement, Preliminary Engineering Agreement, Change Order and/or Railroad Reimbursement Agreement will be executed between FEC, Broward County and the Department. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these and any other existing agreements. The Design-Build Firm must make the necessary arrangements with FEC at least 15 days prior to encroachments into the railroad corridor right-of-way.

Based on the Department's Concept Plans, it is anticipated that protective services (i.e., watchman or flagging services) furnished by FEC will be required for twenty (20) or more consecutive calendar days (long-term) and the Department has notified FEC. The Design-Build Firm shall submit schedule and schedule changes to the Engineer so the Department can coordinate the scheduling of protective services.

**Construction and Railroad Flagging Services**

These activities may impact railroad operations due to construction work. Two weeks prior to the construction meeting, the Design-Build Firm shall contact Ms. Yanique Kelly (Rail Coordinator - District Four). Ms. Kelly can be reached by phone at 954-777-4561 or email [yanique.kelly@dot.state.fl.us](mailto:yanique.kelly@dot.state.fl.us).

In addition, the following individuals shall be notified and invited to the Pre-Construction meeting by the Construction Engineering and Inspection (CEI) firm:



Mr. Daniel Fetahovic  
Public Projects Engineer  
Florida East Coast Railway, LLC  
7150 Philips Highway  
Jacksonville, Florida 32256  
Telephone: 904-279-3196  
[Daniel.fetahovic@fecrwy.com](mailto:Daniel.fetahovic@fecrwy.com)

The Design-Build Firms bidding on this Project shall be aware that FEC in the past has declined to answer any requests made by the bidders and shall plan accordingly. FEC will work with the Design-Build Firm once under contract with the Department.

The Design-Build Firm will be required to have a railroad flagman or watchman any time work is being done:

- a. On or above the railroad corridor right-of-way
- b. Within reach or potential to foul (Equipment with extendable, or fixed boom lengths that by distance from the ROW could enter into) the railroad right-of-way
- c. If excavations that could impact the stability of the tracks is required
- d. Maintenance of Traffic impacts a crossing
- e. As required by the railroad.

Costs associated with flagging services will be compensated directly to FEC by the Department as per a Flagging Agreement for the amount up to 1,500 hours. The Design-Build Firm shall be responsible for the costs of any additional hours of flagging services utilized in excess of 1,500 hours. These costs will be reduced from the Design-Build Firm's Lump Sum Contract amount as the costs are incurred. For scheduling flagging services, the Design-Build Firm shall contact the FEC's Construction Engineer or Representative and the Department's CEI Senior Project Engineer. The flagman or watchman will have to be scheduled 45 calendar days in advance of the start date for the work. The flagging services will be available for day or night work subject to availability.

The Design-Build Firm shall be responsible for coordinating and scheduling all necessary flagging operations with FEC.

### **Railroad Protective Insurance**

#### **I. Liability Insurance**

- Commercial General Liability: \$1,000,000 per occurrence \$2,000,000 aggregate for bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims ("FELA") against the FECR, or other liability arising out of or incidental to railroad operations.
- Automobile Liability: \$1,000,000 combined single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence.
- Worker's Compensation and Employer's Liability: \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee. \$1,000,000 Employers Liability.
- Railroad Protective Liability: \$2,000,000 per accident, \$6,000,000 aggregate with FECR as the only named insured.
- Umbrella Liability: Excess of General Liability, Automobile Liability and Workers Compensation

and Employers Liability: \$1,000,000 per occurrence \$2,000,000 aggregate.

- Professional Liability Coverage: If professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000.

## II. Policy Requirements

- Contractor's liability insurance policies shall name FECR, its parent, affiliates (FEC ROW LLC) and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction demolition within fifty (50) feet of FECR's tracks by endorsement.
- The workers' compensation policy and property insurance shall include waivers of subrogation rights endorsements in favor of FECR
- All policies shall contain a provision for thirty (30) days' written notice to FECR prior to any expiration or termination or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days' written notice to FECR prior to any expiration, termination or any change in any insurance coverage.
- Insurance Company must be issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.
- Prior to any entry upon FECR property pursuant to this Contract and upon FECR's request, thereafter, Contract shall provide or shall cause its insurer or insurance agent to provide FECR with a certificate of insurance certifying the liability insurance policies in effect for the Term of Contract.
- The liability assumed by Contractor under this Contract, including, but not limited to, Contractor's indemnification obligations, shall not be limited to the insurance coverage stipulated therein.

Proof of insurance shall be forwarded to the FEC:

Mr. Daniel Fetahovic

Telephone: 904-279-3196

[Daniel.Fetahovic@fecrwy.com](mailto:Daniel.Fetahovic@fecrwy.com)

The Design-Build Firm shall be responsible for complying with all applicable provisions of the FEC "Special Provisions" when working on, over, under or adjacent to the FEC Corridor.

The Design-Build Firm shall be responsible for verifying and obtaining the policies, operating procedures and stand down time related to working adjacent to a railroad as it relates to and affects the work in this project. Refer to Section VI.N of this RFP for Construction Time Restrictions.

This track is in use and will be in continuous operation during the performance of the work. It is anticipated that the work under this Contract will, except as hereinafter expressly provided, be done without interruption of or change in the regular schedule of operations of trains on the railroad. No work shall be done on or affecting the railroad until the Design-Build Firm has secured written permission to proceed from the FEC Engineer or Representative. The Design-Build Firm shall conduct its work in such a manner, and at such times and with such precautions and safeguards as the FEC Engineer or Representative may require, for the purpose of avoiding interference with the safe and continuous operations of the railroad, and of avoiding interference with or injury to passengers and employees or other persons. The Design-Build Firm shall at all times comply with the requirements of the FEC Engineer or Representative with respect to the disposal and handling of materials, placing of lights, use of scaffolding, shields and other structures, and with all other reasonable requirements to that end, such that interference with the safe and continuous operation of the existing facilities and interference with or injury to passengers, employees and other persons, and damage to their property or that of the Department may be avoided.

The Design-Build Firm shall be responsible for any costs associated with the tracks being out of service resulting from movement above and beyond that caused by required construction activities.

The Department will not pay the Design-Build Firm for downtime resulting from train traffic passing by the Project's working limits nor will additional contract time be granted for such downtime. The Design-Build Firm's bid contingency shall account for such downtime. In the event that FEC stops providing flagmen due to safety related reasons or due to violations of FEC work policies by the Design-Build Firm, the Department will not be responsible for the Design-Build Firm's downtime and any associated costs, regardless of the fact that the Department is responsible for providing flagging. If the Design-Build Firm believes that a situation will arise where Department policies and FEC policies will conflict, the Design-Build Firm shall notify the Department for guidance on the issue.

If the installation of temporary crossings and/or temporary access roads is necessary during construction, the Design-Build Firm shall be responsible for providing the necessary survey, plans, details, and sketches. The Design-Build Firm shall be responsible for all fees of temporary private crossings and/or access roads. The Design-Build Firm shall be responsible for the cost and expense of construction work and materials to install and remove any temporary access roads, and any FEC associated cost. The Design-Build Firm shall pay FEC for construction of any required temporary private crossings.

If any permits are required by the railroad company, the Design-Build Firm will be responsible for providing the necessary application, survey, plans, details, and sketches. The Design-Build Firm will be responsible for all fees for any permit application. Should a permit be denied, it is the Design-Build Firm's responsibility to make the changes necessary to obtain approval at no cost to the Department.

## **Railroad Requirements**

The Design-Build Firm shall comply with the FEC "Construction Submission Criteria" requirement including, but not limited to, the following requirements:

1. Demolition Procedure
  - a. The Design-Build Firm shall submit a detailed procedure for demolition of any structure over or within the railroad corridor right-of-way.
  - b. Furnish demolition plans for all demolition affecting the railroad corridor right-of-way. A copy of the submittal, crane charts, and load calculations for 150% crane broom and swing capacity shall be submitted for review and approval by the railroad.
  - c. Debris which collects on the ballast protective cover to be placed over the track ballast shall be removed daily or as directed by the Railroad Field representative.
  - d. All demolition debris on the railroad corridor right-of-way shall be removed daily or more often as directed by the Railroad Field representative.
  - e. If demolition removal of the existing structure will consist of water jet cutting or similar method, the Design-Build firm must provide and submit the method and collection system that will be put in place and the disposal method to prevent any of the dispensed/discarded water or used substance from infiltrating or entering into the railroad corridor right-of-way. The Railroad Company's accepted collection system and disposal of discarded material will be at the Design-Build Firm's sole expense.
2. Excavation and Shoring
  - a. Shoring may not be required if all of the following conditions are satisfied:
    - i. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the

- track (live load influence zone).
  - ii. Track is on level ground or in a cut section and on stable soil.
  - iii. Excavation does not adversely impact the stability of an FEC facility.
  - iv. Shoring is not required by any governing construction code.
  - b. If shoring is required: excavation plans shall be furnished showing sheeting and/or shoring prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by Railroad prior to construction of the sheeting.
  - c. Trench boxes are prohibited for use on FEC or SFRTA within the theoretical railroad live influence zone.
  - d. All excavations and fall hazards on railroad corridor right-of-way shall be protected by handrail in conformance with American Railway Engineering and Maintenance-of-Way Association (AREMA) Specifications and pre-approved by Railroad.
3. Erection Procedure
- a. Furnish girder erection plans with load calculations for 150% crane broom and swing capacity, and provide plan of crane setup locations shown for loads over the railroad corridor right-of-way.
4. Contractor to provide a detailed method to protect the railroad during painting/coating work. Include method to protect ballast and train traffic from over spray.
5. If demolition removal of the existing structure or construction of the new structure will consist of pile-driving, hydraulic hammer, or similar methods that may cause excessive or undue vibration or movement affecting the Railroad facilities, property, or track structure, at the Railroad's determinations, may require that a sufficient vibration monitoring system be put in place for the specific work task or possibly the duration of the project. The Railroad Company's accepted vibration monitoring system installation, monitoring, and reporting will be the Design-Build Firm's sole expense.

### **Compliance with Railroad Safety and Roadway Worker Protection Program**

All personnel performing work on FEC Right-of-Way will be required to conform to the federal regulation covering On-Track Worker Safety. This includes the use of Personal Protection Equipment (PPE). PPE includes the following items:

- 1. Orange Hard hat with reflective band
- 2. Safety glasses with side protection
- 3. Orange High visibility safety vest with reflective band
- 4. Steel toed boots with minimum 6" cuff and non-slip tread
- 5. Hearing protection as needed

The Design-Build Firm shall be solely responsible for having all workers entering the Project site certified under the Contractor Safety and Roadway Worker Protection Training.

All personnel entering the railroad corridor right-of-way are required to comply with the requirements of the Federal Railroad Administration (FRA), Roadway Worker Protection, 49 Code of Regulation (CFR), Part 214, including, without limitations, the training and qualification requirements, and with the FRA's On-Track Safety Program. The Design-Build Firm shall comply with FRA's rule regarding Roadway worker protection and shall also comply with any revisions to Railroads On-Track Worker Safety Program. As required by the Regulation, the Design-Build Firm shall certify that all of the Design-Build Firm's

personnel (and Subcontractors) working under this contract have received On-Track Contractor Roadway Worker Safety training through an approved course. The program must comply with the FRA Regulation, and the content of the course must be approved by the FEC Safety Program Administrator. Required safety training may be accomplished by either of the following two methods:

1. FEC authorized outside contractors may provide the training. FEC's Safety Program Administrator will approve all training courses for compliance with the regulation and FEC safety requirements. The Design-Build Firm is responsible for quality of the required On-Track Worker Safety Training if it chooses to teach their company safety course.
2. The FEC Safety Program Administrator will provide the Design-Build Firm a list of the sources and the availability of FEC's approved safety-training programs.

The Design-Build Firm is also responsible for maintaining the worker's certification up to date. Such certification shall be renewed annually.

The Design-Build Firm shall be responsible for making all necessary arrangements prior to any encroachments into the railroad corridor right-of-way.

SFRTA (South Florida Rail Transportation Authority)

Railroad coordination is required with the South Florida Regional Transportation Authority (SFRTA) who operates trains, performs maintenance, and provides dispatch within the Department owned South Florida Rail Corridor (SFRC) Right of Way for construction activities at the following locations:

- SMART Work Zone Network crossing SFRTA at Sample Road SR 834 and West Hillsboro BLVD under the SFRTA railroad tracks.

### **Construction and Railroad Flagging Services**

These activities may impact railroad operations due to construction work. Two weeks prior to the Pre-Construction meeting, the Design-Build Firm shall contact Ms. Yanique Kelly (Rail Coordinator - District Four). Ms. Kelly can be reached by phone at 954-777-4561 or email [yanique.kelly@dot.state.fl.us](mailto:yanique.kelly@dot.state.fl.us).

The Department will conduct the required contract negotiations and assist the Design-Build Firm during plans review coordination with SFRTA. The corresponding Flagging Agreement, Preliminary Engineering Agreement, Change Order and/or Railroad Reimbursement Agreement will be executed between SFRTA, Broward County and the Department. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these and any other existing agreements. The Design-Build Firm must make the necessary arrangements with SFRTA at least 15 days prior to encroachments into the railroad corridor right-of-way.

Based on the Department's Concept Plans, it is anticipated that protective services (i.e., watchman or flagging services) furnished by SFRTA will be required for twenty (20) or more consecutive calendar days (long-term) and the Department has notified SFRTA. The Design-Build Firm shall submit schedule and schedule changes to the Engineer so the Department can coordinate the scheduling of protective services.

Information pertaining to SFRTA's requirements for South Florida Rail Corridor right of entry permits is included as a Governing Regulation under Section V.A and can be found at: [www.sfrta.fl.gov/south-florida-rail-corridor-permits.aspx](http://www.sfrta.fl.gov/south-florida-rail-corridor-permits.aspx)  
<http://www.sfrta.fl.gov/south-florida-rail-corridor-permits.aspx> .

Included in Reference Document 4 are the SFRC 4-Track Right-of-Way Study Plans that illustrate the right-of-way requirements associated with the future four track configuration. Temporary and permanent elements can encroach onto the existing and future SFRC right-of-way with the condition that they satisfy clearance requirements from the existing and future proposed tracks. All temporary and permanent encroachments onto the existing or future SFRC right-of-way shall be coordinated with the Department and SFRTA. For clearance requirements, refer to the CSX Transportation Public Project Information for Construction and Improvement Projects that May Involve the Railroad,

## **Plans Review**

Plan sheets are required for review by the railroad. Electronic plans shall be made available to the District Rail Administrator. The required sheets are:

1. Key Sheet
2. Typical Section(s)
3. Plan and Profile Sheet(s)
4. Signing and Pavement Marking Sheet(s)
5. Cross Section Sheets
6. Maintenance of Traffic Sheet(s)
7. Drainage
8. Structural Plans
9. Utility Plans
10. Other Plans as necessary to illustrate the nature of the work near or over the railroad

Plans and details impacting the railroad corridor Right of Way shall be submitted to the Department. Refer to Section V.I.5 of this RFP for submittal requirements. If any utilities are to be placed within the railroad corridor Right of Way, the Design-Build Firm shall provide details, specifications, and calculations for such installation as required by SFRTA for Permit approval. Information pertaining to SFRTA's requirements for South Florida Rail Corridor utility permits is included as a Governing Regulation under Section V.A and can be found at:

<http://www.sfrta.fl.gov/south-florida-rail-corridor-permits.aspx>.

The Design-Build Firm is advised that SFRTA requires between 30 to 45 calendar days, excluding holidays, to review any plans and shall plan accordingly.

## **Construction and Railroad Flagging Services**

Two (2) weeks prior to the Pre-Construction meeting, the Design-Build Firm shall contact the Department of Transportation:

Ms. Yanique Kelly  
Railroad Coordinator  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421  
Telephone: 954-777-4561  
Fax: 954-777-4095  
[yanique.kelly@dot.state.fl.us](mailto:yanique.kelly@dot.state.fl.us)

In addition, the following individuals shall be notified and invited to the Pre-Construction meeting by the

Construction Engineering and Inspection (CEI) Project Manager:

Mr. Dan Tesso, P.E.  
Director of Engineering and Construction  
South Florida Regional Transportation Authority  
801 NW 33<sup>rd</sup> Street  
Pompano Beach, Florida 32064  
Telephone: 954-788-7927  
954-559-7957  
[tesshoffd@sfrta.fl.gov](mailto:tesshoffd@sfrta.fl.gov)

The Design-Build Firms bidding on this Project are advised that SFRTA has historically declined to answer any requests made by the bidders and shall plan accordingly. SFRTA will begin coordination with the Design-Build Firm once under contract with the Department.

The Design-Build Firm shall have a railroad flagman or watchman any time work is being done:

- a. On or above the railroad corridor Right of Way
- b. Within 25 feet from the nearest rail
- c. If there is a risk of fouling the tracks (cranes encroaching on railroad corridor Right of Way)
- d. Maintenance of Traffic impacts at a grade crossing
- e. As required by the railroad

Costs associated with flagging services will be compensated directly to SFRTA by the Department as per a Flagging Agreement for the amount up to 1200 hours. The Design-Build Firm shall be responsible for the costs of any additional hours of flagging services utilized in excess of 1200 hours. These costs will be reduced from the Design-Build Firm's Lump Sum Contract amount as the costs are incurred. The flagging services will be available for day or night work.

The Design-Build Firm shall be responsible for coordinating and scheduling all necessary flagging operations with SFRTA.

### **Railroad Protective Insurance**

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

Proof of insurance shall also be forwarded to Ms. Nikeisha Thomas at SFRTA:

[thomasn@sfrta.fl.gov](mailto:thomasn@sfrta.fl.gov)

The Design-Build Firm shall be responsible for complying with all applicable provisions of the SFRTA “Special Provisions” when working on, over, under or adjacent to the SFRC.

The Design-Build Firm shall be responsible for verifying and obtaining the policies, operating procedures and stand down time related to working adjacent to a railroad as it relates to and affects the work in this Project. Refer to Section VI.L of this RFP for Construction Time Restrictions.

This track is in use and will be in continuous operation during the performance of the work. It is anticipated that the work under this Contract will, except as hereinafter expressly provided, be done without interruption of or change in the regular schedule of operations of trains on the railroad. No work shall be done on or affecting the railroad until the Design-Build Firm has secured written permission to proceed from the SFRTA Engineer or Representative. The Design-Build Firm shall conduct its work in such a manner, and at such times and with such precautions and safeguards as the SFRTA Engineer or Representative may require, for the purpose of avoiding interference with the safe and continuous operations of the railroad, and of avoiding interference with or injury to passengers and employees or other persons. The Design-Build Firm shall at all times comply with the requirements of the SFRTA Engineer or Representative with respect to the disposal and handling of materials, placing of lights, use of scaffolding, shields and other structures, erection and operation of cranes, and with all other reasonable requirements to that end, such that interference with the safe and continuous operation of the existing facilities and interference with or injury to passengers, employees and other persons, and damage to their property or that of the Department may be avoided.

The Design-Build Firm shall be responsible for any costs associated with the tracks being out of service resulting from movement above and beyond that caused by required construction activities.

The Department will not pay the Design-Build Firm for downtime resulting from train traffic passing by the Project’s working limits nor will additional contract time be granted for such downtime. The Design-Build Firm’s bid contingency shall account for such downtime. In the event that SFRTA stops providing flagmen due to safety related reasons or due to violations of SFRTA work policies by the Design-Build Firm, the Department will not be responsible for the Design-Build Firm’s downtime and any associated costs, regardless of the fact that the Department is responsible for providing flagging. If the Design-Build Firm believes that a situation will arise where Department policies and SFRTA policies will conflict, the Design-Build Firm shall notify the Department for guidance on the issue.

If the installation of temporary crossings and/or temporary access roads is necessary during construction, the Design-Build Firm shall be responsible for providing the necessary survey, plans, details, and sketches. The Design-Build Firm shall be responsible for all fees of temporary private crossings and/or access roads. The Design-Build Firm shall be responsible for the cost and expense of construction work and materials to install and remove any temporary access roads, and any SFRTA associated cost. The Design-Build Firm shall pay SFRTA for construction of any required temporary private crossings.

If any permits are required by the railroad company, the Design-Build Firm shall provide the necessary application, survey, plans, details, and sketches. The Design-Build Firm shall be responsible for all fees for any permit application. Should a permit be denied, it is the Design-Build Firm’s responsibility to make the changes necessary to obtain approval at no cost to the Department.

Information pertaining to SFRTA’s requirements for South Florida Rail Corridor utility permits and right of entry permits is included as a Governing Regulation under Section V.A and can be found at:

<http://www.sfrta.fl.gov/south-florida-rail-corridor-permits.aspx>.



## Railroad Requirements

The Design-Build Firm shall comply with the SFRTA Transportation Public Project Information for Construction and Improvement Projects that May Involve the Railroad, Appendix “Construction Submission Criteria” included as a Governing Regulation under Section V.A of this RFP, and with other SFRTA requirements including, but not limited to, the following requirements. These submittals shall be furnished a minimum of 45 calendar days prior to proposed operations:

### 1. Demolition Procedure

- a. The Design-Build Firm shall submit a detailed procedure for demolition of any structure or portion of any structure over or within the railroad corridor Right of Way.
- b. Furnish demolition plans for all demolition affecting the railroad corridor Right of Way. A copy of the demolition plans, crane charts, and supporting load calculations for 150% crane boom and swing capacity shall be submitted for review and approval by the railroad prior to performing demolition work. Demolition plans shall include details of temporary bracing if required at piers, abutments or other locations to resist overturning and/or buckling of beam/girder members. Demolition plans shall be prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by SFRTA prior to demolition.
- c. Existing obsolete bridge piers or other foundations located on the railroad corridor Right of Way shall be removed to a minimum of three feet (3'-0") below the finished grade or final ditch line invert.
- d. Demolition debris shield shall be installed prior to the demolition of a bridge deck or other relevant portions of a structure. The demolition debris shield shall be erected from the underside of the bridge deck over the track area to catch all falling debris. Demolition debris shield design and supporting calculations shall be submitted for review and approval by the railroad prior to performing demolition work. Demolition debris shield plans shall be prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by SFRTA prior to demolition.
- e. A ballast protective cover shall be placed over the ballast. Debris which collects on it shall be removed daily or as directed by the Railroad Field representative.
- f. All demolition debris on the railroad corridor Right of Way shall be removed daily or more often as directed by the Railroad Field representative.
- g. If demolition removal of the existing structure will consist of water jet cutting or similar method, the Design-Build Firm must provide and submit the method and collection system that will be put in place and the disposal method to prevent any of the dispensed/discarded water or used substance from infiltrating or entering into the railroad corridor Right of Way. The Railroad Company's accepted collection system and disposal of discarded material will be at the Design-Build Firm's sole expense.

### 2. Excavation and Shoring

- a. Shoring may not be required if all of the following conditions are satisfied:
  - i. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track (live load influence zone).
  - ii. Track is on level ground or in a cut section and on stable soil.
  - iii. Excavation does not adversely impact the stability of an SFRTA facility as determined by the Engineer.
  - iv. Shoring is not required by any governing construction code.
- b. If shoring is required: excavation plans shall be furnished showing sheeting and/or shoring

prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by SFRTA prior to construction of the sheeting.

- c. Trench boxes are prohibited for use on SFRTA within the theoretical railroad live influence zone.
  - d. All excavations and fall hazards on railroad corridor Right of Way shall be protected by handrail in conformance with American Railway Engineering and Maintenance-of-Way Association (AREMA) Specifications and pre-approved by Railroad.
3. Erection Procedure
- a. Furnish girder erection plans with load calculations for 150% crane broom and swing capacity, and provide plan of crane setup locations shown for loads over the railroad corridor Right of Way. Girder erection plans shall be prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by SFRTA prior to demolition.
  - b. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
    - As-built beam seat elevations field surveyed upon completion of pier/abutment construction.
    - Current Top of Rail (TOR) elevations field measured at the time of as-built elevation collection.
    - Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by SFRTA prior to demolition.
  - c. Furnish details of proposed hoisting operations related to handling of piles for bridge substructure to include load calculations for 150% crane broom and swing capacity, and provide plan of crane setup locations shown for loads on the railroad corridor Right of Way. Pile handling plans shall be prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by SFRTA prior to demolition.
4. If demolition removal of the existing structure or construction of the new structure will consist of pile-driving, hydraulic hammer, or similar methods that may cause excessive or undue vibration or movement affecting the Railroad facilities, property, or track structure, the Railroad may require that a sufficient vibration monitoring system be put in place for the specific work task or possibly the duration of the Project. The Railroad Company's accepted vibration monitoring system installation, monitoring, and reporting will be at the Design-Build Firm's sole expense.
- a. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the SFRTA track and roadbed.
  - b. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. SFRTA reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
  - c. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.

- d. If any movement has occurred as determined by the Engineer, SFRTA will be immediately notified. SFRTA, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by SFRTA or performed by SFRTA or its contractors including the monitoring of corrective action of the contractor will be at the Design-Build Firm's expense.
  - e. The Design-Build Firm shall protect existing structures and utilities and perform pre- and post-construction surveys, vibration and settlement monitoring of existing structures in accordance with FDOT Specifications, Section 108 Protection of Existing Structures.
5. Barrier wall fencing over the railroad right of way will not be required.

### **Compliance with Railroad Safety and Roadway Worker Protection Program**

All personnel performing work on SFRC Right of Way will be required to conform to the federal regulation covering On-Track Worker Safety. This includes the use of Personal Protection Equipment (PPE). PPE includes the following items:

1. Hard hat with reflective band
2. Safety glasses with side protection
3. High visibility safety vest with reflective band
4. Steel toed boots with minimum 6" cuff and non-slip tread

The Design-Build Firm shall be solely responsible for having all workers entering the Project site certified under the Contractor Safety and Roadway Worker Protection Training.

All personnel entering the railroad corridor Right of Way are required to comply with the requirements of the Federal Railroad Administration (FRA), Roadway Worker Protection, 49 Code of Regulation (CFR), Part 214, including, without limitations, the training and qualification requirements, and with the FRA's On-Track Safety Program. The Design-Build Firm shall comply with FRA's rule regarding Roadway worker protection and shall also comply with any revisions to Railroad's On-Track Worker Safety Program. As required by the Regulation, the Design-Build Firm shall certify that all of the Design-Build Firm's personnel (and Subcontractors) working under this contract have received On-Track Contractor Roadway Worker Safety training through an approved course. The program must comply with the FRA Regulation, and the content of the course must be approved by the SFRTA Safety Program Administrator. Required safety training may be accomplished by either of the following two methods:

1. SFRTA authorized outside contractors may provide the training. SFRTA's Safety Program Administrator will approve all training courses for compliance with the regulation and SFRTA safety requirements.
2. The SFRTA Safety Program Administrator will provide the Design-Build Firm a list of the sources and the availability of SFRTA approved safety-training programs.

The Design-Build Firm is also responsible for maintaining the worker's certification up to date. Such certification shall be renewed annually.

The Design-Build Firm shall be responsible for making all necessary arrangements prior to any encroachments into the railroad corridor Right of Way.

**G. Survey:**

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the District Surveyor in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying and Mapping Procedure, Topic Nos. 550-030-101, and the Surveying and Mapping Handbook.

The Design-Build Firm shall provide final Right of Way survey and mapping services unless the Department determines it is not needed for the Project. The scope of work shall include performing appropriate Right of Way survey for the proposed Project, including mainline alignment, side streets as needed, as well as all Right of Way interests.

The Design-Build Firm shall provide final Right of Way maps unless the Department determines it is not needed. These maps and any associated sketches, legal descriptions and all associated necessary documentation, field data collection and any other supporting documentation shall be included as part of the Construction Set of plans submitted by the Design Build Firm.

Preliminary Maintained Right of Way Maps are included as an RFP Attachment, based on the locations identified in the Maintained Right of Way Map Inventory Plans included as a Reference Document.

**H. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing Department records and other information.

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

**I. Submittals:**

**Component Submittals:**

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the FDOT Design Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, landscape, architectural, structural, and toll facilities. The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

The Design-Build Firm may divide the Project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review.

- **Phase Submittals:**

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Department's Project Manager. The particular phase shall be clearly indicated on the documents. The Department's Project Manager will send the documents to the appropriate office for review and comment. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Department, the Department's Project Manager will initial, date and stamp the signed and sealed plans and specifications as "Released for Construction".

The Department will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

The Design-Build Firm shall prepare plan submittals based on following packages:

- For work under FPID 439891-5-52-01: Package A – ITS Plans and documents for work described in Attachment D – ITS Deployment Requirements, Attachment E - Connected Vehicle System Deployment Requirements, and Attachment F - Connected Vehicle On-Board Units Minimum Technical Requirements, and signal mast assembly replacement at Hillsboro Boulevard and Deerfield Plaza intersection and Hillsboro Boulevard and NW 41 Way intersection.
- For work under FPID 439891-5-52-02: Package B - Broward County Traffic Signal Interconnection and Adaptive Traffic Control System (ATCS) plans for work described in Attachment G - Broward County Adaptive Traffic Control System and Signal Fiber Interconnection Deployment Requirements

**Pre-requisites to 90% Phase Submittal**

Approval required for below components prior to submitting the 90% phase submittals

- Concept of Operations (ConOps)
- Project Systems Engineering Management Plan (PSEMP)
- Connected Vehicle System Architecture

**90% Phase Submittal**

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

1 copy of signed and sealed geotechnical report

1 copy of Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period

1 copy of design documentation

1 copy of Technical Special Provisions

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

**Final Submittal**

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

- 1 copy of signed and sealed 11" X 17" plans
- 1 set of signed and sealed design documentation
- 1 copy of signed and sealed design documentation
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP)
- 1 set of final documentation
- 1 signed and sealed Construction Specifications Package or Supplemental Specifications Package
- 1 copy of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 1 of electronic copy of Technical Special Provisions in .pdf format
- all major design changes introduced since the 90% plan submittal that affect the modeling or component design of various bridge components
- 1 copy of all the Department

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

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

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

- **Requirements to Begin Construction:**

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

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Department stamping the plans and specifications Released for Construction except for bridge construction. No permanent structures work, including fabrication of bridge members, may begin without signed and sealed plans or shop drawings (whichever controls the design and details utilized to construct/erect the specific structural component) that have been Released for construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may

be in any format including report with details, 8 1/2" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the Department stamping the plans and specifications Released for Construction does not reduce or eliminate the Phase Submittal requirements.

### **As-Built Set:**

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

Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the Department in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Department review and acceptance as a condition precedent to the Departments issuance of Final Acceptance.

The Department shall review, certify, and accept the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

The Department shall accept the As-Built Plans and related documents when in compliance with Design Build Division I Specification 7-2.3, As-Built Drawings and Certified Surveys, and the As-Built Requirements.

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

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys
- 1 set of 11 "X 17" copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey)
- 1 set of final documentation (if different from final component submittal)
- 1 set of survey information, including electronic files and field books
- Deliver the final CADD.zip in accordance with the CADD Manual
- 1 Final Project submittal containing the information above shall be electronic in .pdf format
- **Milestones:**

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- <<List milestone submittals>>

### **5. Railroad Submittals:**

3 sets of the plan sheets listed below are required for review by the railroad. The sets are to be mailed to the District Rail Administrator. The required sheets are:

- Key Sheet
- Typical Section(s)
- Plan & Profile Sheet(s)
- Rail-highway grade crossing detail sheet
- Signing and Pavement Marking Sheet(s)
- Cross Section Sheets

**J. Contract Duration:**

The Department has established a Contract Duration of 871 calendar days for the subject Project.

**K. Project Schedule:**

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Department observed Holidays) review time for the Department's review of all submittals.

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

The following Special Events have been identified in accordance with Specification 8-6.4:

Holiday boat parade (third weekend in December)  
Holiday street parade (second week in December)  
Holiday tree lighting (third weekend in November)  
Florida Renaissance Festival (weekends in February and March)  
Boca-bash (fourth weekend in April)  
Spring-fest (first weekend in April)  
Food truck Fridays (first week in May and June)

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

- Anticipated Award Date
- Kickoff meeting with the Department's Independent Review consultant
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Design Survey
- Submittal Reviews by the Department and FHWA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition



- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

**L. Key Personnel/Staffing:**

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

**M. Partner/Teaming Arrangement:**

Partner/Teaming Arrangements of the Design-Build Firm (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the Letter of Interest without written consent of the Department. In the event a change in the Partner/Teaming Arrangement is requested, the Design-Build Firm shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the Department's Chief Engineer. The Department shall have sole discretion in determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

**N. Meetings and Progress Reporting:**

The Design-Build Firm shall anticipate periodic meetings with Department personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Department technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Permit agency coordination
- Scoping Meetings
- System Integration Meetings

During design, the Design-Build Firm shall meet with the Department's Project Manager on a monthly basis at a minimum and provide a one month look ahead of the activities to be completed during the upcoming month.

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

The Design-Build Firm shall meet with the Department's Project Manager at least thirty (30) calendar days

before beginning system integration activities. The purpose of these meetings shall be to verify the Design-Build Firm's ITS and signalization integration plans by reviewing site survey information, proposed splicing diagrams, IP addressing schemes, troubleshooting issues, and other design issues. In addition, at these meetings the Design-Build Firm shall identify any concerns regarding the Integration and provide detailed information on how such concerns will be addressed and/or minimized.

The Design-Build Firm shall provide all documentation required to support system integration meetings, including detailed functional narrative text, system and subsystem drawings and schematics. Also included shall be the documentation to demonstrate all elements of the proposed design which includes, but is not limited to: technical, functional, and operational requirements; ITS/communications; equipment; termination/patch panels; performance criteria; and details relating to interfaces to other ITS subsystems.

System Integration Meetings will be held on mutually agreeable dates.

All action items resulting from the System Integration Meeting shall be satisfactorily addressed by the Design-Build Firm and reviewed and approved by the Department.

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

**O. Public Involvement:**

**1. General:**

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

**2. Community Awareness:**

The Design-Build Firm will coordinate with the PIC in the development and delivery of a project Community Awareness Program for the Project.

**3. Public Meetings:**

The Design-Build Firm shall provide all supporting materials necessary for various public meetings, which may include:

- Kick-off or introductory meeting
- Metropolitan Planning Organization (MPO) Citizens Advisory Committee Meetings
- MPO Transportation Technical Committee Meetings
- MPO Meetings
- Public Information Meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)
- Open Houses
- Virtual Public Hearings

The Design-Build Firm shall include attendance at two meetings per month for the term of the contract to support the public involvement program.

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

The Design-Build Firm shall, as determined by the Department, attend the meetings with an appropriate number of personnel to assist the CEI/Department. The Design-Build Firm shall forward all requests for group meetings to the CEI/Department. The Design-Build Firm shall inform the CEI/Department of any meetings with individuals that occur without prior notice.

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

The Design-Build Firm shall provide all the support services listed in No. 3 above.

All legal/display advertisements announcing workshops, information meetings, and public meetings will be prepared and paid for by the Department.

The Department will be responsible for the legal/display advertisements for design concept acceptance. The Department will be responsible for preparing and mailing (includes postage) for all letters announcing the associated workshops and information meetings.

**5. Public Involvement Data:**

The Design-Build Firm is responsible for the following:

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

The Design-Build Firm shall provide records of all public correspondence, written or verbal, to the Department throughout the life of the Project.

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

**P. Quality Management Plan (QMP):**

- **Design:**

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

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

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

- **Construction:**

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

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

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

The Department, and FHWA, as necessary, shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Department's Materials Acceptance Program.

**Q. Liaison Office:**

The Department and the Design-Build Firm will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project.

**R. Engineers Field Office:**

Not Applicable.

**S. Schedule of Values:**

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

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

**T. Computer Automation:**

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality and conformance with Department policies and procedures. The Department supports MicroStation and GEOPAK as its standard graphics and roadway design platform as well as Autodesk's AutoCAD Civil 3D as an alternate platform. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are in the FDOT CADD Software Suite. Furnish As-Built documents for all building related components of the Project in AutoCAD format. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm will be required to furnish the Project's CADD files after the plans have been Released for Construction. The Design-Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in MicroStation and/or AutoCAD design files format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into MicroStation and/or AutoCAD design files. Use the cloud revision utility as well as an "AB" revision triangle to denote field conditions on plan sheets.

**U. Construction Engineering and Inspection:**

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

The Design-Build Firm is subject to the Department's Independent Assurance (IA) Procedures.

**V. Testing:**

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

**W. Value Added:**

The Design-Build Firm may provide Value Added Project Features, in accordance with Article 5-14 of the Specifications for the following features:

- Any products or features the Design-Build Firm desires.

The Design-Build Firm shall develop the Value Added criteria, measurable standards, and remedial work plans in the Design-Build Firm's Technical Proposal for features proposed by the Design-Build Firm.

**X. Adjoining Construction Projects:**

The Design-Build Firm shall be responsible for coordinating all design, permitting, and construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the Department, other regional and state agencies, or private entities. Adjoining construction projects include, but are not limited to:

- SR-9/I-95 from N Of Sunrise to S of SW 10th Street Landscaping Project (FPID 433108-7-52-01)
- SR-9/I-95 @ SR-834/Sample Rd Fr S of NB Exit Ramp to N of NB Ent. Ramp Interchange Modification (FPID 436958-1-52-01)
- SR-9/I-95 from South of SW 10th Street to North of Hillsboro Blvd. Interchange (FPID 436964-2-52-01)
- SR-9/I-95 @ Sample Rd Landscaping (FPID 444404-1-52-01)
- SR-869/SW 10th St from FL Turnpike/Sawgrass Expressway to W of I-95 Add Lanes and Reconstruct (FPID 439891-1-52-01)
- SR-869/SW 10th Street Connector TSM&O Smart Work Zone ITS (FPID 439891-5-52-01)
- A1A Mobility Improvements Fr S Town Limit of Hillsboro Bch to SE 3rd S Bike Lane/Sidewalk (FPID 441360-1-52-01)
- SR-5/US-1 at SE 10th Street Lighting (FPID 443797-1-52-01)
- SR-845/Powerline Rd from the South of NW 30 Place to S of American Way Resurfacing (FPID 446096-1-52-01)
- SR-834/Sample Rd from West of Sr-845/Powerline Rd to Military Trail Resurfacing (FPID 446195-1-52-01)
- Intersection Lighting Retrofit Improvement (FPID 447000-1-52-01)
- SR-810/Hillsboro Blvd from SR-7/US-441 to Sr-845/Powerline Road Resurfacing (FPID 447679-1-52-01)
- SR-811/Dixie Hwy Fr North SR-834/Sample Rd. to S SR-810/Hillsboro Blvd Resurfacing (FPID 448174-1-52-01)
- Deerfield Elementary and Deerfield Middle Srts – Various Locations (FPID 444237-1-52-01)
- SR-5/US-1 from Broward/Palm Beach County Line to SR-794/Yamato Rd ATMS (FPID 441755-1-52-01)
- A1A from SE 31st to South of Grand Bay Ct Resurfacing (FPID 447661-1-52-01)
- SR-869/SW 10th Street Connector TSM&O Smart Work Zone ITS (FPID 439891-5-52-01)
- SR-814/Atlantic Blvd from SR-7/US-441 to SR-9/I-95 ATMS (FPID 444119-1-52-01)

- SR-814/Atlantic Blvd at Lyons Road Lighting (FPID 447550-1-52-01)
- SR-810/Hillsboro Blvd from SR-7/US-441 to SR-845/Powerline Road Resurfacing (FPID 447679-1-52-01)
- SR-7/US-441 Transit Corridor Improvements Group/Priority 5 Bike Lane/Sidewalk (FPID 429576-5-52-01)
- Loxahatchee Rd. from Arthur Marshal Loxahatchee Refuge to SR-7/US-441 Road Reconstruction (FPID 436564-1-52-01)

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

**Y. Issue Escalation:**

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

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

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

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

**VI. Design and Construction Criteria.**

**A. General:**

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

**B. Vibration and Settlement Monitoring:**

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

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

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

- Identify any existing structures that will be monitored for vibrations during the construction period.
- Establish the maximum vibration levels for the existing structures shall not be exceeded.
- Identify any existing structures that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded.
- Identify any existing structures that require pre-construction and post-construction surveys.

The Department will perform the review of Vibration and Settlement submittals in accordance with Department Specifications.

**C. Geotechnical Services:**

Borings are required at intersections where new mastarm structures and sign structures are to be installed.

**Drilled Shaft Foundations for Bridges and Miscellaneous Structures**

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

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Preparing and submitting a Drilled Shaft Installation Plan for the Department's acceptance.
3. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
4. Performing Non-Destructive Drilled Shaft Integrity Testing in accordance with 455-17.6.



5. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
6. Submitting Foundation Certification Packages in accordance with the specifications.
7. Providing safe access, and cooperating with the Department in verification of the drilled shafts, both during construction and after submittal of the certification package.

### **Specialty Geotechnical Services Requirements**

Specialty geotechnical work is any alternative geotechnical work not covered by Department Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- A field testing and instrumentation program to verify design assumptions and performance,
- A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet , requirements,
- A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the Department’s independent verification.
- A certification process

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Department’s review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The Department may issue comments and require additional verification testing.

#### **D. Utility Coordination:**

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager (UCM) and shall be identified in the Design-Build Firm’s proposal. The Design-Build Firm shall notify the Department in writing of any change in the identity of the Utility Coordination Manager. The Utility Coordination Manager shall have the following knowledge, skills, and abilities:

1. A minimum of 4 years of experience performing utility coordination in accordance with Department standards, policies, and procedures.
2. Knowledge of the Department plans production process and utility coordination practices,
3. Knowledge of Department agreements, standards, policies, and procedures.

The Design-Build Firm’s Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations
3. Reviewing proposed utility permit application packages and providing comments based on the compatibility of the permit as related to the Design-Build Firm’s

- plans.
4. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
  5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
  6. Identifying, preparing, reviewing and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
  7. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the Department for review, all Utility Work Schedules.
  8. Resolving utility conflicts.
  9. Obtaining and maintaining all appropriate “Sunshine 811” tickets as they apply to utility relocation work.
  10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
  11. Providing periodic Project updates to the Department Project Manager and District Utility Office as requested.
  12. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs between the Department and the utility.
  13. Prepare utility certifications or statements for all Federal-Aid construction projects per 23 CFR 635.309(p)(1)(v).

The following Utility Agency/Owners (UAO’s) have been identified by the Department as having facilities within the Project corridor for which the Department contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the Department as to the eligibility of reimbursement for each UAO identified herein along with an identification of whether the UAO or the Design-Build Firm will be responsible for performing the utility work.

**Table A – Summary of Department Contemplated Adjustment, Protection, or Relocation**

UAO	Utility Relocation Type	Reimbursable	Responsible Party	Cost Estimate

**Table B - Summary of UAO having facilities within the Proposed Project Limits**

UAO	Contact Information	Contact Number
Advanced Cable/Bluestream	Ken Moore	Office: (954) 752-7244 x737 Email: <a href="mailto:kmoore@bluestreamfiber.com">kmoore@bluestreamfiber.com</a>
AT&T Distribution	Larry Sixto	Office: (305) 428-0510, Mobile: (954) 309-0753, Email: <a href="mailto:ls7319@att.com">ls7319@att.com</a>
AT&T Transmission	Stefan Eriksson	Office: (407) 578-8000 Email: <a href="mailto:seriksson@pea-inc.com">seriksson@pea-inc.com</a>
Breezeline (fka. Atlantic Broadband / Fiberlight)	Javares Hall	Mobile: (305) 213-9908 Email: <a href="mailto:jhall@breezeline.com">jhall@breezeline.com</a>
Broward County Traffic	Robert Blount	Office: (954) 847-2745

		Email: <a href="mailto:rblount@broward.org">rblount@broward.org</a>
Broward County Water & Wastewater Services	Michael Hagerty	Office: (954) 831-0910, Email: <a href="mailto:mhagerty@broward.org">mhagerty@broward.org</a>
City of Coconut Creek	Eileen Cabrera	Office: (954) 973-6786 Email: <a href="mailto:ecabrera@coconutcreek.net">ecabrera@coconutcreek.net</a>
City of Coral Springs	Najla Zerrouki	Office: (954) 345-2188 Email: <a href="mailto:nzerrouki@coralsprings.org">nzerrouki@coralsprings.org</a>
City of Deerfield Beach	Priscilla Cygielnik, P.E.	Office: (954) 616-7046, Email: <a href="mailto:pcygielnik@deerfield-beach.com">pcygielnik@deerfield-beach.com</a>
City of Margate	Mark Collins	Office: (954) 972-8126 Email: <a href="mailto:mcollins@margatefl.com">mcollins@margatefl.com</a>
City of Pompano Beach	Ben Bray	Office: (954) 786-5508 Email: <a href="mailto:ben.bray@copbfl.com">ben.bray@copbfl.com</a>
Comcast	Adrian Miguez	Office: (754) 221-1322, Mobile: (954) 298-6561, Email: <a href="mailto:Adrian_miguez2@comcast.com">Adrian_miguez2@comcast.com</a>
Crown Castle Fiber	Danny Haskett	Office: (786) 610-7073, Mobile: (786) 246-7827, Email: <a href="mailto:danny.haskett@crowncastle.com">danny.haskett@crowncastle.com</a>
Direct Plus	Chris Campos	Office: (305) 406-1857 Email: <a href="mailto:chris.campos@directplusnow.com">chris.campos@directplusnow.com</a>
Florida Gas Transmission	Joseph E. Sanchez	Office: (407) 838-7171 Email: <a href="mailto:joseph.e.sanchez@energytransfer.com">joseph.e.sanchez@energytransfer.com</a>
FP&L Distribution	Byron A. Sample	Office: (954) 321-2056, Mobile: (954) 401-4584, Email <a href="mailto:byron.a.sample@fpl.com">byron.a.sample@fpl.com</a>
FP&L Fiber	Julian Salcedo	Office: (305) 740-2663 Email: <a href="mailto:julian.salcedo@fpl.com">julian.salcedo@fpl.com</a>
FP&L Transmission	James Joseph	Office: (561) 904-3634, Mobile: (305) 301-5615, Email: <a href="mailto:james.joseph@fpl.com">james.joseph@fpl.com</a>
Hotwire Communication	Walter Sancho-Davila	Office: (954) 699-0900 Email: <a href="mailto:walter.sancho-davila@hotwirecommunication.com">walter.sancho-davila@hotwirecommunication.com</a>
Lumen (fka. Centurylink)	Francisco Azuri	Mobile: (786) 266-1713, Email: <a href="mailto:francisco.azuri@lumen.com">francisco.azuri@lumen.com</a>
Palm Beach County Water Resurgence Infrastructure	Frantz Fenelon	Email: <a href="mailto:ffenelon@pbwater.com">ffenelon@pbwater.com</a>
	Laura Glass	Office: (820) 826-0846 Email: <a href="mailto:lglass@resurgenceig.com">lglass@resurgenceig.com</a>
Sprint/T-Mobile	Jon Baker	Office: (321) 280-9596, Mobile: (352) 409-5095, Email: <a href="mailto:jon.baker@t-mobile.com">jon.baker@t-mobile.com</a>
TECO Peoples Gas	Max J. Chamorro	Office: (954) 453-0812, Mobile: (954) 234-1036,

		Email: <a href="mailto:mjchamorro@tecoenergy.com">mjchamorro@tecoenergy.com</a>
Verizon/MCI (Mastec)	John R. Hanson	Mobile: (786) 412-7878, Email: <a href="mailto:john.r.hanson1@verizon.com">john.r.hanson1@verizon.com</a>
Windstream	Steven Carter	Email: <a href="mailto:Steven.carter@windstream.com">Steven.carter@windstream.com</a>

The Design-Build Firm may request the utility to be relocated to accommodate changes from the conceptual plans; however, these relocations require the Department’s approval and the Department will not pay the Utility Agency Owner (UAO) or the Design-Build Firm for the utility relocation work regardless of the UAO's eligibility for reimbursement.

For a reimbursable utility relocation where the UAO desires the work to be done by their contractor, the UAO will perform the work in accordance with the utility work schedule and permit, and bill the Department directly.

**DEVIATION FROM THE CONCEPTUAL UTILITY RELOCATION PLAN:** If the Design-Build Firm chooses to deviate from the conceptual plans and the scope of the impact to a utility depicted in the Concept Plans, and thereby causes a greater impact to a utility, the Design-Build Firm shall be solely responsible for all increased costs incurred by the utility owner associated with the increase in the scope of the impact to a utility from that depicted in the Concept Plans. The Design-Build Firm shall obtain an agreement from the utility owner being impacted which outlines the changes to the scope of the impact to a utility from that depicted in the Concept Plans. The agreement shall also address the Design-Build Firm's obligation to compensate the utility owner for the additional costs above the costs which would have been incurred without the Design Build Firm's increase in the scope of the impact to a utility from that depicted in the Concept Plans. The Design-Build Firm shall also provide a draft utility permit application acceptable to the Department for the placement of the utility owner's facilities based on the final design. The Department shall not compensate or reimburse the Design-Build Firm for any cost created by a change in scope of the impact to a utility from that depicted in the Concept Plans, or be liable for any time delays caused by a change in scope of the impact to a utility from that depicted in the Concept Plans.

The relocation agreements, plans, work schedules and permit application are to be forwarded to the Department for review by the District Utility Office (DUO) and the Department’s Construction Manager. The DUO and Department’s Construction Manager only review the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the District Maintenance office for the permit to be signed and recorded or submitted through the One Stop Permitting (OSP) system.

**E. Roadway Plans:**

**General:**

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Temporary Traffic Control Plans, Environmental Permits and other necessary documents.

**Design Analysis:**

The Design-Build Firm shall either utilize the signed and sealed Approved Typical Section Package (see Attachments) and comply with the same, or via the ATC process, develop and submit a different signed and sealed Typical Section Package for review and concurrence by the Department. The Design-Build Firm

shall develop and submit a signed and sealed Pavement Design Package and Drainage Analysis Report for review and concurrence by the Department and FHWA on Projects of Division Interest (PoDIs).

Any deviation from the Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design Exceptions must be approved.

These packages shall include the following: Lateral Offset Design Variation.

**F. Roadway Design:**

Not Applicable

**G. Geometric Design:**

The Design-Build Firm shall prepare the geometric design for the Project using the Standard Plans and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or Department standards.

**H. Design Documentation, Calculations, and Computations:**

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

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the Department. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and tracings.

The design documentation, notes, calculations and computations shall include, but not be limited to the following data:

1. Standards Plans and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

**I. Structure Plans:**

**1. Analysis:**

- a. The Design-Build Firm shall submit to the Department final signed and sealed

design documentation prepared during the development of the plans.

- b. The Design-Build Firm shall insure that the final geotechnical reports required for sign structure design and mastarm design are submitted with the 90% signing and ITS plans.
- c. Existing Mastarm Structure Analysis (Design Manual 261.7) is not required if the following attachment criteria is adhered to:
  - 1. Maximum of one dome camera or similar ITS load such as Connected Vehicle Roadside Unit (RSU) attached to the arm within 5 feet of the upright pole.
  - 2. Maximum of two video detection cameras added to arm.
- d. Analysis is not needed if adding one luminaire extension arm with radar/video detection camera to existing strain poles. In addition, one video detection camera or similar load can be added to the stain pole without a structural analysis.

## 6. Criteria

The Design-Build Firm shall incorporate the following into the design of this facility:

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. New mast arm structures and foundations to be installed at the following intersections (four at each intersection anticipated):
  - 1. Hillsboro Boulevard and Deerfield Plaza
  - 2. Hillsboro Boulevard and NW 41 Way
- c. All existing mast arms at both intersections shall be removed and properly disposed of. Foundation shall be removed two feet under the existing or proposed ground, which ever is lower.
- d. The design criteria for the structural design of support structures and foundations shall be based on the Department's Standard Plans, Department's Structures Design Manual Volume 3, and on the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals (LTS-6) with current interims. All CCTV camera poles shall be pre-stressed round or 12-sided concrete poles.
- e. Any CCTV installation on elevated roadway or bridge structure shall incorporate an anti-vibration/dampening design for review and approval by the Engineer. The DBF shall submit an original signed and sealed design with all applicable calculations from a Florida licensed Professional Engineer specializing in structural design for each proposed CCTV installation on a bridge structure within the project corridors.
- f. The pole shall be designed and constructed so that all wiring and grounding facilities are concealed within the pole. All hand holes, couplings, through-bolt holes, and ground wires shall be cast into the pole during the manufacturing process. The hand hole shall be not positioned under a Camera Lowering Device (CLD) or facing oncoming traffic.
- g. All cable entry holes shall be installed according to the location selected by

the DBF based on the requirements. The cable entry holes shall be sized as required and shall be free from sharp edges for the passage of electrical wiring. Entry holes shall be compliant with the FDOT Design Standards Index No. 641-020.

**J. Specifications:**

Department Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

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

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

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

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

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fSpecificationsPackage%2fdefault.aspx>

Upon review and approval by the Department, the Construction Specifications Package will be stamped "Released for Construction" and initialed and dated by the Department.

**K. Shop Drawings:**

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

**L. Sequence of Construction:**

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Temporary Traffic Control Plan (TTCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
5. Coordinate with adjacent construction Projects and maintaining agencies.

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

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

**N. Transportation Management Plan:**

The Design-Build Firm must develop a Transportation Management Plan in accordance with the Department's FDOT Design Manual.

**1. Traffic Control Restrictions:**

A lane may only be closed during active work periods. There will be NO PACING OPERATIONS allowed between the hours of 5:00 AM to 10:00 PM. There will be no DETOURS allowed between the hours of 6:00 AM and 9:00 PM. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the District Four information officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

NIGHTTIME LANE CLOSURES are allowed on the Project during the times shown below:

Cross Street	Lanes Closed	Sunday - Thursday	Friday - Saturday
SR 5/US 1	1	7:00pm – 6:30am	None
	Full	11:00pm – 5:00am	None
SR 811/Dixie Highway	1	8:00pm – 7:00am	None
	Full	11:00pm – 5:00am	None
SR 845/Powerline Road	1	7:00pm – 7:00am	None
	Full	11:00pm – 5:00am	None
SR 7/US 441	1	8:00pm – 7:00am	None
	Full	11:00pm – 5:00am	None



SR 834/Sample Road	1 Full	7:00pm – 6:30am 11:00pm – 5:00am	None None
SR 810/Hillsboro Boulevard (from SR 7 to SR 811)	1 Full	7:00pm – 6:00am 11:00pm – 5:00am	None None
SR 810/Hillsboro Boulevard (from SR 811 to SR 5)	1 Full	8:00pm – 7:00am 11:00pm – 5:00am	None None
Military Trail	1 Full	8:00pm – 7:00am 11:00pm – 5:00am	None None
Lyons Road	1 Full	7:00pm – 7:00am 11:00pm – 5:00am	None None
Wiles Road	1 Full	8:00pm – 7:00am 11:00:pm – 5:00am	None None

DAYTIME LANE CLOSURES are allowed on the Project during the times shown below:

Cross Street	Lanes Closed	Monday - Friday	Saturday - Sunday
SR 5/US 1	1	9:00am – 4:00pm	8:00am – 4:00pm
SR 811/Dixie Highway	1	None	8:00am – 4:00pm
SR 845/Powerline Road	1	9:30am – 4:30pm	8:00am – 4:00pm
SR 7/US 441	1	None	8:00am – 4:00pm
SR 834/Sample Road	1	9:00am – 3:00pm	8:00am – 4:00pm
SR 810/Hillsboro Boulevard (from SR 7 to SR 811)	1	9:00am – 4:00pm	8:00am – 4:00pm
SR 810/Hillsboro Boulevard (from SR 811 to SR 5)	1	None	8:00am – 4:00pm
Military Trail	1	None	8:00am – 4:00pm
Lyons Road	1	10:00am – 4:00pm	8:00am – 4:00pm
Wiles Road	1	None	8:00am – 4:00pm

No concurrent lane closures will be allowed on SR 5/US 1 and SR 811/Dixie Highway.

For each corridor, maximum continuous lane closure for 1 mile, and minimum spacing between continuous lane closure 1 mile.

No lane closures will be permitted during an event that generates increased levels of traffic, including but not limited to, the following:

Holiday boat parade (third weekend in December)

Holiday street parade (second week in December)

Holiday tree lighting (third weekend in November)  
 Florida Renaissance Festival (weekends in February and March)  
 Boca-bash (fourth weekend in April)  
 Spring-fest (first weekend in April)  
 Food truck Fridays (first week in May and June)

On Florida’s Turnpike, lane closures are only allowed for nighttime between the following time periods:

Roadway	Lanes Closed	Sunday - Thursday	Friday - Saturday
Florida’s Turnpike NB or SB (includes general purpose lanes, auxiliary lanes)	1 Full	9:30pm - 5:30am None	None None

For all lane closures on the Turnpike System, notification via telephone shall be provided to the Turnpike Regional Traffic Management Center (TMC) at the beginning (approximately 15 to 30 minutes before implementation of each lane closure) and end of each lane closure activity. Contact information for the TMC is provided below:

- Pompano TMC at (954) 934-1370: Mile Post 0 to Mile Post 99, and Sawgrass Expressway.

**O. Environmental Services/Permits/Mitigation:**

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

As the permittee, the Department is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

The following Project specific Environmental Services/Permits have been identified as specific requirements for this project:

1. Cultural Resources
2. Section 4(f) (federal projects only)
3. Wetlands and Mitigation
4. Wildlife and Habitat
5. Contaminated Materials

**Contamination:**

In accordance with Department policy and Federal Highway Administration (FHWA) requirements, Contamination Screening Evaluation Reports (CSER) were performed for the SW 10th St. Connector during the Project Development and Environment (PD&E) Study phase to determine the potential for

contamination involvement associated with project construction. An Environmental Features Identification (EFID) Memorandum was also prepared by the FDOT to identify environmental issues along the corridor, including contamination concerns. The following documents are included in Reference Document 2:

- CSER for SR-9/I-95 from South of SW 10<sup>th</sup> Street (Mile Post {MP} 22.00) To North of Hillsboro Boulevard (MP 25.10) - FDOT FMN: 436964-1-22-01 – May 2021
- CSER for the State Road 869 / SW 10<sup>th</sup> Street Connector - SW 10<sup>th</sup> Street from Florida's Turnpike / Sawgrass Expressway to I-95 – FDOT FMN: 439891-1 – December 2018
- Type I Categorical Exclusion (CE) EFID Memorandum – FDOT FMN: 439891-5 SR-869/SW 10<sup>th</sup> Street Connector TSM&O Smart Work Zone – April 2022

Based on the documents above and the findings from the updated Level I contamination review conducted for the project, Level II contamination assessments (including bridge testing) were conducted by the Department to determine the potential for construction impacts associated with soil and groundwater contamination, and the presence of asbestos containing materials (ACM) and/or metal-based paint (MBP) on structures along the project corridor. Results from the Level II activities conducted in August 2021 and April 2022 (corresponding reports dates of November 2021 and June 2022, respectively) and available bridge survey reports from the FDOT are found in the following documents included in Reference Document 2:

- *Bridge No. 860315 (SR- 810/Hillsboro Boulevard over C-2 Canal) Asbestos Survey Report (ASR), dated August 2021*
- *Bridge No. 860124 (SB I-95 over Hillsboro Boulevard) ASR, dated August 2011*
- *Bridge No. 860194 (NB I-95 over Hillsboro Boulevard) ASR, dated August 2011*
- *Bridge No. 860121 (SB I-95/SR-9 over SR-834/Sample Road) ASR, dated November 2006*
- *Bridge No. 860178 (NB I-95/SR-9 over SR-834/Sample Road) ASR, dated November 2006*
- *Bridge No. 860251 (EB SR-834/Sample Rd. over Florida's Turnpike) ASR, dated May 2010*
- *Bridge No. 860406 (WB SR-834/Sample Rd. over Florida's Turnpike) ASR, dated October 2009*
- *Bridge No. 860586 (Hillsboro Blvd over Florida's Turnpike) ASR, dated October 2015*
- *Bridge No. 860502/860503 (EB/WB Sawgrass Expressway over SR-7/US-441) ASR, dated January 2010*
- *Bridge No. 860593 (SR-7/US-441 over SR-834/Sample Rd.) Asbestos Survey, Limited Toxicity Characteristic Leaching Procedure (TCLP) Sampling, And Paint Screening Survey Report, dated April 2019 (\*includes Bridge No. 860644)*
- *Level II Contamination Assessment Report (CAR), SR-869/SW 10<sup>th</sup> St Connector TSM&O Smart Work Zone – FDOT FMN: 439891-5 – November 2021*
- *Level II CAR, SR-869/SW 10<sup>th</sup> St Connector TSM&O Smart Work Zone – FDOT FMN: 439891-5 – June 2022*
- *Impact to Construction Assessment (ICA) Report for SR-869/SW 10<sup>th</sup> St Connector TSM&O Smart Work Zone, Broward County, Florida – FDOT FMN: 439891-5 – June 2022*

Based on the CSER and Level II CAR Reports, areas of soil and groundwater contamination in excess of the Florida cleanup target levels (CTLs) have been identified and documented in the ICA Report referenced above. The ICA Report includes details of all assessment activities and supersedes all past assessment reports. Information regarding management of the contamination along the project corridors is summarized in the sections that follow.

## **Design and Coordination**

The Design-Build Firm shall review the reports mentioned which detail the presence of known or potential impacts due to contamination on and near the project corridor. The reports provided may identify contaminated areas which require management by a specialized contractor. Additional Level II assessment activities may be conducted to investigate soil and/or groundwater, depending on the details of the proposed improvements. Level II Assessment Reports documenting those activities will be provided prior to construction and should be reviewed by the Design-Build Firm.

Following the review of the above reports, the Design-Build Firm shall schedule an Environmental Coordination meeting with the District Contamination Impact Coordinator (DCIC) to discuss the contamination-based issues on the Project. The DCIC can be contacted at 954-777-4286. Subsequently, the DCIC or designee will attend the Design Progress Meetings. During such meetings, the Design-Build Firm shall work together with the DCIC to prepare design and propose construction methods that would avoid potential contamination impacts, as feasible. The Design-Build Firm has the opportunity to present innovative approaches to the design of the Project that will reduce costs in the areas where contamination impacts are present.

As Project plans are prepared and at each step of the submittal process, the Design-Build Firm shall be responsible to provide plans to the DCIC for review and approval within the areas deemed contaminated and for the Department to determine if additional contamination assessment is warranted.

The Department will have a District Wide Contamination Assessment and Remediation Contractor (CAR Contractor) qualified to perform assessments and remedial construction services within the contaminated areas. If required, such CAR Contractor working under a separate contract will assist the Design-Build Firm with remedial and/or construction activities within contaminated areas as directed and approved by the DCIC.

### **Contaminated Soils Management**

Contaminants of concern and specific locations of contaminated soils have been determined during the Level II Assessments conducted in August 2021 and April 2022. The Level II CAR Reports dated November 2021 and June 2022 are included in Reference Document 2. In particular, contaminated soils exceeding commercial/industrial cleanup target levels may be found at the following locations adjacent to the FDOT ROW (reported stationing is from the Draft ITS Conceptual Plans dated 2/1/22):

- Pierre's Auto Repair Service Inc (FDEP ID No. 8501611) - located at 3991 North Dixie Highway, Pompano Beach (approximate STA. 5017+20 RT)
- Texaco Food Mart (FDEP ID No. 8501850) - located at 4791 N Federal Hwy, Pompano Beach (approximate STA. 6055+20 LT)
- AMP Petroleum Enterprise Inc. (FDEP ID No. 8501788) - located at 560 W Sample Rd, Pompano Beach (approximate STA. 255+40 RT)

The Design-Build Firm may be responsible for excavation and stockpiling of soils in the areas listed above. The Department will be responsible for the testing, removal, handling, transportation, and disposal of all identified and unidentified, contaminated and/or hazardous materials encountered during construction, in accordance with Standard Specification 120 Excavation and Embankment.

The Design-Build Firm is advised that soil removed by ground disturbing activities from the identified areas shall be stockpiled if warranted, adjacent to the immediate work area for proper testing and disposal by the CAR Contractor. The Design-Build Firm shall provide a minimum of 4 weeks notification to the FDOT Project Engineer when approaching the above referenced area. The FDOT Project Engineer shall contact the DCIC for proper coordination. In areas where the CAR Contractor performs installation of

construction features, the CAR Contractor will only provide equipment and labor to perform the direct installation of construction features through contaminated areas. The CAR Contractor's scope of work will be limited to performing installation, backfill and compaction activities up to 2 feet (may change based on particular area and upon approval of DCIC) below the existing grade or proposed finished grade, whichever is lower. The Design-Build Firm is responsible for all work from the above referenced elevation to the finished grade elevation.

Contaminated soils exceeding FDEP Commercial/Industrial Cleanup standards shall be excavated and stockpiled by the Design-Build Firm for testing and disposal by the CAR Contractor. If soils below the Commercial standards are deemed suitable, they can be reused within the Project corridor; the Design-Build Firm shall incorporate reusable soils within the Project corridor at no additional cost to the Department. If soils below Commercial standards are deemed unsuitable, the Design-Build Firm should coordinate with the CAR Contractor for proper management and/or disposal of such materials. Detailed information regarding the areas that may require CAR Contractor involvement are included in the ICA Report.

The Design-Build Firm shall be responsible for the performance of all quality control testing (densities etc.) of the work performed by the CAR Contractor; however, the Design-Build Firm will not be responsible for the quality of the work associated with work activities performed by the CAR Contractor.

The Design-Build Firm shall be responsible to provide and pay for Maintenance of Traffic, bedding materials, suitable fill materials, structures, pipe, and other associated materials necessary to accomplish the scope of work through the contaminated areas.

The Design-Build Firm, at no additional cost to the Department, shall prepare work areas prior to the mobilization of the CAR Contractor to include clearing and grubbing, provide the CAR Contractor adequate storage and equipment laydown facilities in reasonable proximity to the work areas and provide areas with sufficient capacity to stockpile, sample and subsequently dispose of contaminated soils.

#### **Potential Contaminated Sediments**

One water crossing is located within the project corridor along SR-810/Hillsboro Boulevard at the C-2 Canal. However, sediments have not been screened at the crossing location as no in-water excavation activities are anticipated for this project. Should any canal sediments be excavated, stockpile excavated material that will not be reused for testing by the CAR Contractor. All non-contaminated canal sediment not used for the project shall be removed; offsite removal of canal sediment requires Engineer approval.

#### **Contaminated Groundwater Management**

Due to the project's scope of work, groundwater impacts are not anticipated. However, if dewatering is required during construction activities, groundwater management may be necessary in association with the sites listed below. Documented groundwater contamination has been identified at the following locations near the following project corridors:

- FDEP Facility ID (FID)# 8502705 — Sample BP LLC — 3601 N Dixie Hwy, Pompano Beach
- FDEP FID# 8501611 — Pierre's Auto Repair Service Inc — 3991 N Dixie Hwy, Pompano Beach
- FDEP FID# 8502103 — Speedway #6442 — 900 E Sample Rd, Pompano Beach
- FDEP FID# ERIC\_4163 — Dry Cleaning Depot - Former — 1530 E Sample Rd, Pompano Beach
- FDEP FID# 8502854 — Sunoco Lighthouse — 3900 N Federal Hwy, Lighthouse Point
- FDEP FID# ERIC\_3933 — Flash Cleaners — 4131 N Federal Hwy, Pompano Beach

- FDEP FID# 8502880 — SK Marathon — 4517 N Dixie Hwy, Deerfield Beach
- FDEP FID# 8501850 — Texaco Food Mart — 4791 N Federal Hwy, Pompano Beach
- FDEP FID# 8502070 — Exxon-Lighthouse — 4891 N Federal Hwy, Pompano Beach
- FDEP FID# 8502181 — Sunshine #49 — 4900 N Federal Hwy, Lighthouse Point
- FDEP FID# ERIC\_4175 — Roberts Cleaners & Tailors — 5030 N Federal Hwy, Lighthouse Point
- FDEP FID# 8943423 — Sheehan Cadillac LLC — 5101 N Federal Hwy, Pompano Beach
- FDEP FID# 8502223 — M & A Brothers Realty No. 17 Inc — 5391 N Federal Hwy, Pompano Beach
- FDEP FID# ERIC\_4168 — Nu - Look One Hour Cleaners — 1203 S Federal Hwy, Deerfield Beach
- FDEP FID# ERIC\_14943 — Jim's Radiator & Auto Air — 1171 SW 1st Way, Deerfield Beach
- FDEP FID# 8501924 — Chevron-Federal Hwy Food Mart — 998 S Federal Hwy, Deerfield Beach
- FDEP FID# ERIC\_4060 — Sutton Place Cleaners — 814 S Federal Hwy, Deerfield Beach
- FDEP FID# 8502873 — Speedway #6490 — 714 S Federal Hwy, Deerfield Beach
- FDEP FID# 8501702 — Sunshine #357 — 1790 W Hillsboro Blvd, Deerfield Beach
- FDEP FID# 8501892 — 7-Eleven Store #34943 — 10 N Federal Hwy, Deerfield Beach
- FDEP FID# 8943503 — Deerfield Shell — 301 W Hillsboro Blvd, Deerfield Beach
- FDEP FID# 8501456 — Shell-First Coast Energy #1814 — 5 N Federal Hwy (# US1), Deerfield Beach
- FDEP FID# 8501788 — AMP Petroleum Enterprise Inc — 560 W Sample Rd, Pompano Beach
- FDEP FID# 8501787 — Chevron-Assura Shaun Corp — 390 W Sample Rd, Pompano Beach
- FDEP FID# 9817567 — BTV Guy Orlando LLC - Tanker Spill — 1-95 Northbound at Sample Rd, Pompano Beach
- FDEP FID# ERIC\_17977 — Sample Shell — 301 E Sample Rd, Pompano Beach
- FDEP FID# 8501737 — Sunshine #523 — 2031 W Sample Rd, Deerfield Beach
- FDEP FID# 8501784 — 7-Eleven Store #34946 — 3560 N Powerline Rd, Pompano Beach
- FDEP FID# 8501761 — U-Gas #3203 Lighthouse Point — 5200 N Federal Hwy, Lighthouse Point
- FDEP FID# 8731807 — Shell-First Coast Energy #1801 — 390 S Powerline Rd, Deerfield Beach
- FDEP FID# 8625891 — Richs Landscaping — 1410 S Powerline Rd, Deerfield Beach
- FDEP FID# ERIC\_14937 — Hardrives Asphalt Company — 5701 N Powerline Rd, Ft Lauderdale
- FDEP FID# 55469 — Sun Recycling #8 — 1410 S. Powerline Rd, Deerfield Beach
- FDEP FID# ERIC\_4213 — Club Cleaners — 6572 N SR 7, Coconut Creek
- FDEP FID# ERIC\_4107 — J & H Cleaners, 825 W Sample Rd — Pompano Beach
- FDEP FID# BF061301001 — 5001 North Federal Highway Site — 5001 North Federal Highway, Pompano Beach
- FDEP FID# ERIC\_6601 — BP Amoco #7044 — 6700 North State Road 7, Coconut Creek
- FDEP FID# ERIC\_7557 — Former Deerfield Builders Supply — 77 SE 2nd Ave, Deerfield Beach
- FDEP FID# ERIC\_7373 — Walmart #1517 — 5001 N Federal Hwy, Pompano Beach
- FDEP FID# ERIC\_7548 — Hillsboro Technological Center (HTC) Parcel B — 50 Hillsboro Technology Dr, Deerfield Beach
- FDEP FID# ERIC\_4134 — 60-Minute Cleaners — 1090 E Hillsboro Blvd, Deerfield Beach

- FDEP FID# ERIC\_6991 — Deerfield Beach Lakes, LLC — 4862 N Powerline Rd, Pompano Beach
- FDEP FID# 8945020 — Western Beverage LLC — 50 Lock Rd, Deerfield Beach
- FDEP FID# ERIC\_4151 — Dry Clean USA #11416 — 3720 W Hillsboro Blvd, Deerfield Beach
- FDEP FID# 8502653 — Sonny's Brushless Car Wash #009 — 5190 N Federal Hwy, Lighthouse Point
- FDEP FID# ERIC\_4244 — Spot Busters — 6750 N State Road 7, Coconut Creek
- FDEP FID# ERIC\_4102 — Dryclean USA - Kimco #604 — 5528 W Sample Rd, Margate
- FDEP FID# ERIC\_4140 — Tip Top Cleaners — 4400 W Sample Rd, Coconut Creek
- FDEP FID# 8502264 — Shell-First Coast Energy #3810 - Now A TD Bank — 3600 N Federal Hwy, Lighthouse Point
- FDEP FID# ERIC\_10327 — Former Hillsboro Pines Golf Course — 450 Century Boulevard
- FDEP FID# FL0000539254 — Gator Metal Finishing, LLC — 1649 SW 1st Way # B-1
- FDEP FID# FLR000047746 — Powerline Business Park — 4100 N Powerline Rd Bldg C5

The Design-Build Firm shall coordinate with the DCIC during the Project design phase for technical assistance prior to applying for a dewatering permit from any environmental regulatory agency to determine proper groundwater management associated with such sites.

In the case of dewatering within or near contaminated areas, the CAR Contractor will only be responsible for the proper management and/or disposal of the contaminated effluent from the Design-Build Firm's dewatering operation. The Design-Build Firm shall provide a minimum of 90-days notification to the FDOT Project Engineer when approaching the areas noted above if dewatering is proposed. The Design-Build Firm, at no additional costs to the Department, shall provide adequate staging areas for the CAR Contractor's remedial, treatment equipment, and transport the dewatering effluent to the established treatment systems as needed.

### **Current Remediation**

No remediation activities are being conducted within the project corridor(s) at this time.

#### **Asbestos Containing Materials**

Asbestos inspections and surveys were conducted to determine the presence and location of ACM. ASRs are available for the following bridges along the project corridor:

- Bridge No. 860315 (SR-810/Hillsboro Boulevard over C-2 Canal)
- Bridge No. 860124 (SB I-95 over Hillsboro Boulevard)
- Bridge No. 860194 (NB I-95 over Hillsboro Boulevard)
- Bridge No. 860121 (SB I-95/SR-9 over SR-834 (Sample Rd.))
- Bridge No. 860178 (NB I-95/SR-9 over SR-834 (Sample Rd.))
- Bridge No. 860251 (EB SR-834/Sample Rd. over Florida's Turnpike)
- Bridge No. 860406 (WB SR-834/Sample Rd. over Florida's Turnpike)
- Bridge No. 860586 (Hillsboro Blvd over Florida's Turnpike)
- Bridge No. 860503 (WB Sawgrass Expressway over SR-7/US-441)
- Bridge No. 860502 (EB Sawgrass Expressway over SR-7/US-441)
- Bridge No. 860593 (SB SR-7/US-441 over SR-834/Sample Rd.)
- Bridge No. 860644 (NB SR-7/US-441 over SR-834/Sample Rd.)

According to the available ASRs, no ACM was identified for the above bridges in the samples collected, with the exception of Bridge No. 860251 where ACM was found in the Class 5 Finish on the end and intermediate bents. The ASRs are included under Reference Document 2 and should be consulted by the Design-Build firm prior to any work being performed on these structures.

Any additional suspect ACM not covered in the provided reports shall be identified, sampled and analyzed by the Design-Build Firm's Asbestos Consultant as needed. The Asbestos Consultant will be responsible for:

- i. Making all required agency notifications, securing permits, preparation of plans and specifications for asbestos removal and/or wet demolition, monitoring the abatement (including clearance sampling when determined to be necessary by the Asbestos Consultant and/or as required by regulation) and/or wet demolition work, rehabilitation or demolition, approval of pre-job and post-job submittals, keeping daily logs, air monitoring and final clearance samples, preparation of the final report, etc.
- ii. All coordination, notifications, and document submittals.
- iii. Submitting a Notice of Asbestos Renovation or Demolition [DEP Form 62-257.900(1)] to the Florida Department of Environmental Protection (FDEP) – and/or delegated local agency - a minimum of ten (10) working days prior to initiating any renovation or demolition activity.

The Asbestos Consultant will need to contact the Florida Department of Environmental Protection (FDEP) to determine the appropriate notification for the Project.

### **Heavy Metals Bridge Screening**

All bridges within the project corridor, with the exception of Bridges No. 860593 and 860644 (SR-7/US-441 over SR-834/Sample Rd.), are concrete structure (see Table 1 in ICA - Appendix C or RFP).

TCLP Sampling and Paint Screening Surveys were completed for Bridges No. 860593 and 860644 to identify and determine heavy metal impacts to bridges with steel components. Heavy metals, including cadmium, chromium, lead, and zinc were detected above the reporting limit for the representative painted surface sample. Therefore, for any work activities proposed that may disturb the steel coating system, a licensed and qualified (painting) contractor/consultant will be required as it does present a potential health and safety risk. The TCLP test results indicated that the waste stream associated with the paint chips from the bridge's steel coating system is non-hazardous. The TCLP sampling and paint screening report is found in Reference Document 2 and Section VI.H.3 of the RFP and should be consulted by the Design-Build firm prior to any work being performed on these structures.

The Design-Build Firm shall conform to all Federal, State and Local regulations when working with lead-based paint. The Design-Build Firm will need to review Section 110-6 through Section 110-9 of the FDOT Standard Specifications and conform to these requirements. Section 10.4.4.2 of the FDOT CAMP states that the contractor or subcontractor that will perform painting renovation, rehabilitation or demolition work on bridge components coated with Lead Based Paint (LBP) must meet the requirements outlined for Category "A" contractors, as defined in the Society for Protective Coatings (SSPC) Qualification Procedure No. 2 (QP2) Standard Procedure for the



Qualification of Painting Contractors. This qualification process is in place to ensure that contractors engaged in activities involving LBP are properly trained and certified, training programs are accredited, and standards are set for performing activities that disturb LBP. This qualification process should be reconfirmed annually.

Under EPA regulations lead-impacted waste generated during demolition or abatement activities is handled as a solid waste or a hazardous waste, depending on the amount and form of the lead. If the maximum level of lead in an extract of a representative sample of the waste stream proposed for disposal, as determined by a Toxicity Characteristic Leaching Procedure (TCLP) laboratory analysis, is less than 5 ppm then EPA regulations allow the material to be disposed of as solid waste at a solid waste landfill. If the TCLP analysis equals or exceeds 5 ppm, the material must be managed as a hazardous waste. Lead-impacted materials that are recycled, such as painted steel beams sent to a scrap metal yard, are not considered waste; therefore, they are exempt from waste disposal regulations.

### **Permits**

The Design-Build Firm shall meet any of the general and/or special conditions included in the SFWMD Water Use (Master Dewatering) Permit that covers this Project. The Design-Build Firm shall submit any needed modifications to the Master Dewatering Permit that covers the Project. The Design-Build Firm shall be responsible for any required permit fees.

### **General Provisions**

Based on the review of available information, Monitoring Wells (MWs) were identified within the FDOT ROW at the following locations:

- Three (3) MWs on the east side of US-1, and east of 4131 N Federal Hwy (Flash Cleaners), Pompano.
- Nine (9) MWs total, seven (7) MWs on the US-1 median, and east of 4517 N Dixie Hwy (SK Marathon), Deerfield Beach, and two (2) MWs on the east side of US-1, and east of 4517 N Dixie Hwy (SK Marathon), Deerfield Beach.
- One (1) MW on the east side of US-1, and east of 4891 N Federal Hwy (Exxon-Lighthouse), Pompano.
- Three (3) MWs on the west side of NE 22<sup>nd</sup> Ave, and east of 5030 N Federal Hwy (Roberts Cleaners & Tailors), Lighthouse Point.
- Four (4) MWs total, one (1) MW on the east side of US-1, and west of 5200 N Federal Hwy (U-Gas #3203), Lighthouse Point, and three (3) MWs south of NE 52<sup>nd</sup> Street and south of 5200 N Federal Hwy (U-Gas #3203), Lighthouse Point.
- Approximately 12 MWs at 390 S Powerline Rd (Shell-First Coast Energy #1801), Deerfield. Several Observation Wells (OWs) also identified.
- Two (2) MWs in total. One (1) MW on the west side of US-1, and east of 5 N US-1 (Shell-First Coast Energy #1814), Deerfield. One (1) on the north side of Hillsboro Blvd, and south of 5 N US-1 (Shell-First Coast Energy #1814), Deerfield.
- Two (2) OWs in total. One (1) OW on the median of Powerline Road, west of 3560 N Powerline Rd (7-Eleven Store #34946), Pompano, and one (1) OW on the median of Sample Road, north of 3560 N Powerline Rd.
- One (1) MW on the north side of West Sample Road, and north of 560 W Sample Rd (AMP Petroleum Enterprise Inc) and one (1) MW on the east side of NW 5<sup>th</sup> Terrace, and east of 560 W Sample Rd.

- Three (3) MWs on the east side of Dixie Hwy and east of 3991 N Dixie Hwy (Pierre's Auto Repair), Pompano.
- One (1) MW on the north side of Sample Rd and south of 301 E Sample Rd (Sample Shell), Pompano.

Additional MWs may be present within the FDOT ROW along the project corridor(s). If conflicts with existing MWs are identified and deemed unavoidable, at least 4 weeks prior to any activities with potential to disturb existing MWs, a coordination meeting should be held to determine scheduling and proper abandonment of the MWs. The CAR Contractor will be responsible for abandoning the MWs and coordinating with the regulatory agencies, as deemed necessary.

The Design-Build Firm shall indemnify the Department against any and all claims arising from Design-Build Firm's handling, storage, transportation or disposal of contaminated materials. The Design-Build Firm shall also be solely and totally responsible, at its own cost, for completely assessing and remediating any contamination caused by its own activities in accordance with applicable environmental regulatory requirements. This includes but is not limited to spillage/leakage of contaminants from equipment and/or portable tanks used in constructing the Project.

Unless specifically identified otherwise, the design and construction of any alternate design approach identified within this RFP is not a requirement of this RFP. The Design-Build Firm is not responsible for any permitting or commenting agency coordination or other impacts to the permit processes that would be associated with any alternate design approach, unless the Design-Build Firm chooses to include the alternate design approach in its Proposal.

**P. Signing and Pavement Marking Plans:**

Not Applicable.

**Q. Lighting Plans:**

The Design-Build Firm shall design and prepare lighting plans for the two signalized intersections with mast arm replacements on SR 810/Hillsboro Boulevard at NW 41<sup>st</sup> Way and at Mall Entrance utilizing light emitting diode (LED) type luminaires in accordance with the latest FDOT Design Manual (FDM) and Standard Plans.

A Lighting Design Analysis Report (LDAR) including photometric printouts shall be submitted by the Design-Build Firm to ensure sufficient illumination for the two signalized intersections. The LDAR shall be based on Department guidelines and current signalized intersection retrofit lighting design criteria listed in the FDM.

The DBF shall install additional light poles if the photometric analysis results on the luminaires on top of signal structures and retrofitted luminaires on the existing light poles within the vicinity of the two intersections cannot meet the signalized intersection lighting illumination criteria.

The Design-Build Firm shall maintain existing two signalized intersection lighting levels throughout all phases of construction.

**R. Signalization Plans:**

A new mast arm assembly, pedestal mounted signal, pedestrian signal, and video detection equipment will be required for the Hillsboro Boulevard and Deerfield Plaza intersection and Hillsboro Boulevard and NW 41 Way intersection. Additional related signal equipment shall be provided as required to include, but not limited to, controllers, cabinets, detectors, and signal cables.

Conceptual ATCS Plans has been provided (Reference Document) identifying ATCS devices and locations within the Project limits. No structural analysis was performed for the Conceptual ATCS Plans

All signalization work including ATCS shall be coordinated with Broward County Traffic Engineering Division.

The Design-Build Firm will be responsible to coordinate with FP&L for both existing service point upgrades and/or proposed service points. The Design-Build Firm shall include all associated costs in their Bid Price Proposal.

The Design-Build Firm shall coordinate with Broward County Traffic Engineering Division to ensure the proprietary products certification process is implemented specifically for this Project for any proposed equipment not currently shown on the Department's Approved Products List (APL).

**S. Intelligent Transportation System Plans:**

**1. General**

The Design-Build Firm shall prepare Intelligent Transportation Plans in accordance with Department criteria.

Conceptual ITS Plans has been provided by the Department (Reference Document) identifying ITS devices and locations within the Project limits. No structural analysis was performed for the Conceptual ITS Plan.

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Intelligent Transportation System devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with Department requirements and include, but not be limited to:

- Project Layout / Overview sheets outlying the locations of field elements
- Detail sheets on:
  - DMS Structure, DMS attachment, DMS display/layout
  - CCTV structure, CCTV attachment, CCTV operation/layout
  - MVDS structure, MDVS attachment, MDVS operation/layout
  - BTTS structure, BTTS attachment, BTTS operation/layout
  - CV RSU structure, CV RSU attachment, CV RSU operation/layout
  - Device cross sections
  - Fiber optic splice and conduit
  - Power Service Distribution
  - Wiring and connection details
  - Conduit, pull box, and vault installation
  - Communication Hub and Field Cabinets

- System-level block diagrams
- Device-level block diagrams
- Field hub/router cabinet configuration details
- Fiber optic Splicing Diagrams
- System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.

The Design-Build Firm is responsible for ensuring project compliance with the Regional ITS Architecture and Rule 940 as applicable. This includes, but is not limited to, the development of a concept of operations (ConOps), the development of a project systems engineering management plan (PSEMP), and requirements traceability verification matrix (RTVM) as well as coordination of document review. A preliminary ConOps is provided as Reference Documents for Design-Build Firm's Reference.

The Design-Build Firm is responsible for developing a Risk Management Plan (RMP) which establishes the process for implementing proactive risk management as part of the overall management of this ITS work. The purpose of risk management is to identify potential problems before they occur, so that risk-handling activities may be planned and invoked as needed across the life of the project to mitigate adverse impacts on achieving objectives. The RMP must be updated as necessary and the identified risks will be tracked until they are retired. The RMP shall discuss the process to:

- Identify risk events and risk owners
- Evaluate risks with respect to likelihood and consequences
- Assess the options for the risks and develop mitigation plans
- Track risk mitigation efforts
- Conduct periodic reassessments of project risks

The Design-Build Firm shall refer to Attachment D – ITS Deployment Requirements, Attachment E – Connected Vehicle System Deployment Requirements, Attachment F – Connected Vehicle On-Board Units Minimum Technical Requirements, and Attachment G – Broward County Adaptive Traffic Control System and Signal Fiber Interconnection Deployment Requirements for detailed description of work.

**T. Landscape Opportunity Plans:**

Not Applicable

**VII. Technical Proposal Requirements:**

**A. General:**

Each Design-Build Firm being considered for this Project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable the Department to evaluate the capability of the Design-Build Firm to provide the desired services. The data shall be significant to the Project and shall be innovative, when appropriate, and practical.

**B. Submittal Requirements:**

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

A copy of the written Technical Proposal must also be submitted electronically in PDF format including

bookmarks for each section. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type.

Only upon request by the Department, provide calculations, studies and/or research to support features identified in the Technical Proposal. This only applies during the Technical Proposal Evaluation phase.

Submit the Technical Proposal electronically in PDF format to: [d4.designbuild@dot.state.fl.us](mailto:d4.designbuild@dot.state.fl.us)

The minimum information to be included:

Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be fifteen (15), single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11"x17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.
- Provide the term, measurable standards, and remedial work plan for any proposed Value Added features that are not Value Added features included in this RFP, or for extending the Value Added period of a feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Project needs required of this Request for Proposal. Bar or Gantt charts are prohibited.

Section 2: Plans

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

**C. Evaluation Criteria:**

The Department shall evaluate the written Technical Proposal by each Design-Build Firm. The Design-Build Firm shall not discuss or reveal elements of the price proposal in the written proposals. A technical score for each Design-Build Firm will be based on the following criteria:

<b>Item</b>	<b>Value</b>
1. Design	30
2. Construction	30
3. Innovation	15
4. Value Added	5
<b>Maximum Score</b>	<b>80</b>

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

1. **Design (30 points)**

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

- Safety
- ITS Design
  - Arterial ITS design
  - Arterial ITS fiber network
  - CV system design
- CV overall system architecture
- CV central software system/platform including modifications/expansions of existing FDOT SunGuide central systems
- CV central software system/platform licensing and support model
- CV central software system/platform delivery configuration (cloud, on-premise, hybrid, etc.)
- Overall system integration with existing systems
- ConOps
- Testing Plans
- Signalization Plans
- Structures design
- Design coordination plan minimizing design changes
- Minimizing impacts through design to:
  - Environment
  - Public
  - Adjacent Properties
  - Structures
- Temporary Traffic Control Plan
- Utility Coordination and Design
- Design considerations which improve recycling and reuse opportunities

The Design-Build Firm is to address the following in the Technical Proposal: aesthetics features of the design including but not limited to the following: considerations in the geometry, suitability and consistency of structure type, structure finishes, shapes, proportions and form throughout the limits of the project.

Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.

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

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

The Design-Build Firm is to address the following in the Technical Proposal: The Connected Vehicle System design, architecture, computing environment, operational and maintenance requirements, software licensing model, warranty and support model, cybersecurity provisions, and other requirements included in Attachment E – CV System Deployment Requirements. The Design-Build Firm is to address how the proposed solutions will satisfy the performance requirements and functionality listed in the RFP package.

## 2. **Construction (30 points)**

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

- Safety  
Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
  - Environment
  - Public
  - Adjacent Properties
  - Structures
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Implementation of the Maintenance of Traffic Plan
- Implementation of the Incident Management Plan
- Utility Coordination and Construction
- Continuous operations of existing FDOT, FTE and Broward County systems during construction
- Maintenance of deployed infrastructure during Construction
- System Testing and Integration
- CV central software system/platform including system architecture and modifications and expansion of existing SunGuide central systems
- CV Onboard Unit Deployment
- Smartphone Applications
- System Training, Warranty and Technical Support including timely maintenance and repair services in support of such services

The Design-Build Firm is to address the following in the Technical Proposal: developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety. This shall include, but not be limited to, minimization of lane and driveway closures, lane widths, visual obstructions, construction sequencing, and drastic reductions in speed limits.

The Design-Build Firm is to address the following in the Technical Proposal: insuring all environmental commitments are honored.

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

**3. Innovation (15 points)**

The Design-Build Firm is to address introducing and implementing innovative design approaches and construction techniques which address the following elements in the Technical Proposal:

- Minimize or eliminate Utility relocations
- Materials
- Workmanship
- Enhance Design and Construction aspects related to future expansion of the transportation facility
- Deployment of a CV system that is hardware agnostic
- Project scalability and interoperability
- Additional CV applications support C-V2X communications
- Ease of maintenance and future technical support/operations for the CV system

**4. Value Added (5 points)**

The Design-Build Firm is to address value added services related to open architecture and scalability for future enhancement within these categories, but not limited to:

- Additional applications for active work zone management strategies;
- Applications for future Advanced Transportation Management System (ATMS) in the region;
- Additional warranty and technical support for CV system
- Any other products or features the Design-Build Firm desires.

**D. Final Selection Formula:**

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

$$\frac{BPP}{TS} = \text{Adjusted Score}$$

BPP = Bid Price Proposal

TS = Technical Score (Combined Scores from LOI and Technical Proposal)

The Design-Build Firm selected will be the Design-Build Firm whose adjusted score is lowest. The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria.

The Design-Build Firm selected will be the Design-Build Firm whose adjusted score is lowest. The funding for the Project is established at \$35,220,000. In the event that all Bid Price Proposals exceed the established funding amount, the Department reserves the right (based on the availability of additional



funds) to consider the Bid Price Proposals and factor the Adjusted Scores based on those Bid Price Proposals. Adjusted Scores will not be used to determine the contract award in the event that there is only one responsive Design-Build Firm to submit a Bid Price Proposal below the established funding amount.

The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria.

The Bid Alternative priorities are as follows:

<b>Bid Alternative</b>	<b>Priority</b>
1	3
2	2
3	1

The Department intends to award the contract to the responsive Design-Build Firm with the lowest adjusted score for the highest priority bid alternative below the established funding limits. The funding for the Project is established at \$35,220,000. If the Design-Build Firm with the lowest adjusted score for the highest priority Bid Alternative with a Bid Price Proposal below \$35,220,000 is the same firm for the next highest priority Bid Alternative above the established funding, the Department has the option of allocating additional funds and accepting the next highest Bid Alternative. In the event that all Bid Price Proposals for Bid Alternative 2 and Bid Alternative 3 exceed the established funding amount, the Department reserves the right (based on the availability of additional funds) to consider the Bid Price Proposals for Bid Alternative 2 and Bid Alternative 3 and factor the Adjusted Scores based on those Bid Price Proposals. Adjusted score will not be used to determine the contract award in the event there is only one Design-Build Firm to submit a Bid Price Proposal below the established funding.

**E. Final Selection Process:**

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

**F. Stipend Awards:**

The Department has elected to pay a stipend to all non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms

and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$107,500 per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Department reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Department deems appropriate.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must fully execute the stipend agreement within one (1) week after the Short-List protest period for the Design-Build Stipend Agreement, Form No. 700-011-14. The Short-Listed Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Short-Listed Design-Build Firm.

A non-selected Short-Listed Design-Build Firm eligible for stipend compensation must submit an invoice for a lump sum payment of services after the selection/award process is complete. The invoice should include a statement similar to the following: "All work necessary to prepare Technical Proposal and Price Proposals in response to the Department's RFP for the subject Project".

## **VIII. Bid Proposal Requirements.**

### **A. Bid Price Proposal:**

The Department has established three (3) priorities in the form of bid alternatives to implement the SW 10th Street Connector TSM&O Project. These alternatives begin with base project as Bid Alternative 1, as described in the RFP and RFP Attachments, and increase in scope until the maximum scope is achieved, as described below, with Bid Alternative 3. The alternatives in priority order are Bid Alternative 1 as being the lowest priority and Bid Alternative 3 as being the highest priority.

**Bid Alternative 1** includes the Design and Construction of all of the work described in the RFP and all RFP Attachments for the below corridors:

- SR 5/US 1, Hillsboro Boulevard, SR 7/US 441, and Sample Road improvements

**Bid Alternative 2** includes all of the work described in Bid Alternative 1, as defined in the RFP and RFP Attachments and the addition of the following improvements;

- Dixie Highway and Powerline Road improvements

**Bid Alternative 3** includes all of the work described in Bid Alternative 1 and Bid Alternative 2, as defined in the RFP and RFP Attachments and the addition of the following improvements;

- One ADMS on northbound Military Trail approaching Sample Road
- One ADMS on southbound Military Trail approaching Hillsboro Boulevard
- One ADMS on northbound Lyons Road approaching Sample Road
- One ADMS on southbound Lyons Road approaching Hillsboro Boulevard
- One ADMS on eastbound Wiles Road approaching SR 7

The Design-Build Firm is required to submit a separate Bid Price Proposal for each Bid Alternative, even

if the Bid Price Proposal is higher than the established funding, or may be declared non-responsive. The Bid Price Proposal for each of the Bid Alternatives shall be sealed in separate envelopes prior to submittal to the Department.

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project within which the Proposer will complete the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. One (1) hard copy of the Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

Maria Velarde  
Contract Coordinator  
Procurement Office, First Floor  
Florida Department of Transportation, District Four  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309

The package shall indicate clearly that it is the Bid Price Proposal and shall identify clearly the Proposer's name, contract number, project number, and Project description. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Bid Price Proposals.