



DESIGN-BUILD MAXIMUM PRICE

REQUEST FOR PROPOSAL

For

University City Prosperity Project

Miami-Dade County, Florida

FHWA FY 2013 TIGER Grant No.

Federal Aid Project Number(s):

Contract Number:



TIGER GRANTS 2013

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X. 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.

ATTACHMENT A

1. Project Advertisement
2. Design-Build Bid Price Proposal Form
3. Project Schedule of Values

ATTACHMENT B

1. Division I Design-Build Specifications (may also be referred to as General Specifications)
2. Design-Build Firm-OWNER Contract
3. Procurement Forms and Documents

ATTACHMENT C

1. Conceptual Design Plans
2. Design Criteria Documents
 - a. Design Criteria for Pedestrian Bridge
 - b. Design Criteria for Complete Streets/Walkways/Landscape/Hardscape
3. Approved NEPA Document

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.

1. Existing available geotechnical information
2. Existing Topographic Survey of project site
3. Preliminary Utility Coordination Information
4. FPL Letter Dated May 9, 2014 – Which shall serve as the basis for costs of the relocation of FPL transmission lines on the South side of SW 8th Street to accommodate the bridge.

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. Said referenced documents are located on the project website: <http://facilities.fiu.edu/projects/BT-904.htm>

I. INTRODUCTION.

Florida International University (hereafter referred to as the OWNER or FIU) has issued this Request for Proposal (RFP) to solicit qualifications, competitive bids, and technical proposals from a Design-Build firm to implement the infrastructure improvements associated with the UniversityCity Prosperity Project as described herein.

The OWNER has established a Maximum Bid Price of **\$9,388,076** for the entire scope of the project as described in this RFP. This is not the OWNER's official cost estimate of the work.

Owner's Intent

The OWNER seeks America's best designers and builders as members of a design-build team to design and build an innovative signature bridge that will become a respected and valued design landmark in Miami. It will serve as the critical element of a pedestrian-oriented shared-use corridor between FIU and Sweetwater, igniting the development of UniversityCity. We envision a wide pedestrian bridge (20' minimum width to perhaps even more than 30') that would serve not only as a means to cross from one side to the other, but would become a destination in its own right where community members might linger, gather, and create an urban social space -- a linear park. We expect that the bridge might even be used as an event venue. For those reasons, it should be equipped with furniture, shading, protection from the elements, and state of the art safety features such as LED lighting, video surveillance and emergency call boxes.

The OWNER expects to engage a design-build team with the expertise to deliver an exceptional bridge, both in terms of aesthetic form and practical function. Our commitment to design excellence and design innovation is neither veneer nor luxury. It is an integral feature of this project's culture. This project's success depends on an outstanding pedestrian bridge. While the plazas and walkways are important, the top priority is the bridge design. In other words, if we get the bridge right, everything else can fall into place. If we get the bridge wrong, nothing else will matter.

Seeking to continue a pattern of outstanding architectural and open space design on the campus, the OWNER seeks to commission a talented design-build team to design and build an iconic bridge and associated open spaces of outstanding architectural value that will connect Sweetwater and FIU, facilitating access to inter-modal transit options. The design of the bridge should demonstrate and exemplify the value of innovative design; balance contemporary aesthetics, cost, and constructability; balance the requirements of being environmentally responsible and beautiful; communicate the bridge's role as a public asset for our community; and finally, give contemporary form and meaning to the values and vision of the University.

The University seeks firms that have consistently demonstrated a commitment to design excellence in all aspects of the design and construction processes: from the scale of the campus to the scale of furniture, together with the management skills to complete the work within the schedule and budget. Commitment to design quality is characterized by:

- **Intent** - The design and the quality of the construction must be guided by a civic consciousness and social responsibility in order to provide dignified spaces that promote civic discourse, exemplify accessibility to the campus and the importance of the university in the life of the city and inspire pride in both FIU and Sweetwater
- **Clarity** - The design and the quality of the construction must reflect a clear understanding of the project's mission and the grant's goals as well support best practices in facility operations, and maintenance practices

- **Value** - Civic works such as this project require a cost effective design approach incorporating life-cycle analysis in the selection of materials and systems. A minimum design life of 75 years is expected.
- **Innovation** - A balance must be achieved between the desire for innovative design and the realities of proven operating and maintenance practices. A commitment to innovation and design excellence as well as to durability, ease of maintenance, and material innovation are encouraged
- **Safety** - Public safety is a primary expectation in the project. Layout, materials, systems, and processes shall be selected or specified that meet or preferably exceed minimum code requirements. The use of Crime Prevention Through Environmental Design (CPTED) principles is expected and a written analysis by a Florida Crime Prevention Training Institute Advanced CPTED Practitioner shall be included with each required design submittal.
- **Constructability** - The completeness, accuracy, and integrity of contract documents must be assured. Documents must be comprehensive, clearly detailed, and well-coordinated across multiple disciplines
- **Sustainable Design and Construction** - Improving the performance of the project reduces operating costs and adds value while helping to protect the health and environment of the UniversityCity stakeholders. The Design/Builder is encouraged to explore multiple alternatives for meeting this requirement and should also investigate cost-effective options for exceeding the minimum requirements where feasible. The project should strive to incorporate sustainable features to the fullest extent possible with a goal of achieving a certification of LEED Silver for Neighborhood Development or similar.
- **Universal Design** - The Owner is committed to supporting the principles of Universal Design in all projects. This means surpassing the minimum considerations of the ADA to provide a truly accessible environment
- **Active Design** - The Owner encourages the adoption of Active Design principles in all aspects of the project. The Design/Builder should strive to incorporate elements that promote physical activity where appropriate. The Design/Builder is expected to be familiar with the Active Design Guidelines at <http://centerforactivedesign.org/dl/guidelines.pdf> and <http://centerforactivedesign.org/sidewalks>

Design-Build Firms making proposals shall consider the following as a declaration of what is sought in a “Signature” Bridge: It shall be an exceptional bridge in terms of aesthetic form and practical function with design excellence that is neither veneer nor luxury, but rather an integral feature. While plazas and walkways are important, the top priority is the bridge design. What is sought is an iconic bridge and associated open spaces of outstanding architectural value that will connect Sweetwater and FIU. The design of the bridge should demonstrate and exemplify the value of innovative design; balance contemporary aesthetics, cost and constructability; balance the requirements of being environmentally responsible and beautiful; communicate the bridge’s role as a public asset for our community and finally give contemporary form and meaning to the values and vision of the University.

For the purposes of bidding, all proposers should submit Base Bid Price Proposals that do not exceed the Maximum Bid Price of \$9,388,076.00. For this Contract, the OWNER will reject as nonresponsive any Base Bid Price Proposal in excess of this Maximum Bid Price. In the event that one or more responsible Bid Price Proposals are received that do not exceed the Maximum Base Bid Price amount the OWNER will consider only those Bid Price Proposal(s). The Adjusted Score methodology will be used to determine the winning Proposal. In the event that all Base Bid Price Proposals exceed the cumulative Maximum Bid Price, the entire proposal shall be deemed non-responsive.

During preparation of the bid, if concerns regarding the OWNER’s maximum price arise, submit a letter of maximum price concern to *Florida International University, Facilities Planning, Campus Support*

Complex, 11555 S.W. 17th St., Room #142, Modesto A. Maidique Campus, Miami, Florida 33199 or via email to Robert Griffith, Director of Planning at griffith@fiu.edu, by July 15, 2014. The OWNER will review the letter of maximum price concern and determine its next course of action. This process is established to provide the opportunity for Firms to express maximum price concerns prior to submission of a Proposal.

Each Design-Build Firm is to develop design approaches with corresponding schedules in accordance with the scope described in the RFP that can be designed and built without exceeding this maximum price. If notified of a concern with the maximum price amount, the OWNER may modify the scope.

Project Location

These infrastructure improvements will be located along SW 109th Avenue between SW 6th Street at the northern terminus and the Green Library at the southern terminus within Owner's Modesto A. Maidique Campus (MMC). Various project elements will be located on Owner's property, City of Sweetwater (Sweetwater) Right-of-Way, South Florida Water Management District (SFWMD) Right-of-Way, and the FDOT Right-of-Way as defined below. Work on the 109th Avenue vehicular bridge and other portions of 109th Avenue in Sweetwater may need approvals and authorizations by Miami-Dade County.

Description of Work

On September 5, 2013, Owner was notified by the USDOT that they were selected as a recipient of a 2013 TIGER Grant for the UniversityCity Prosperity Project. This project is an innovative package of technology, streetscape, and transit improvements to develop an urban connection between the Sweetwater and FIU. TIGER funds will be used to construct urban design and infrastructure improvements including a new "Signature" pedestrian bridge, complete streets, and other pedestrian-oriented transit access improvements. These infrastructure improvements support the economic growth of a major public research university and an adjacent city. The following three components make up the major elements of the overall vision of the project:

- Pedestrian-Oriented Transit Access Infrastructure Improvements (Urban Design & Infrastructure)
- Community Transit Service Development Enhancements (Community Transit)
- Informed Traveler Program and Applications (ITPA)

This solicitation for Design-Build services includes only the Urban Design & Infrastructure component of the project. These infrastructure improvements consist of: 1) A "Signature" pedestrian-oriented shared-use Bridge across US 41 that as a major arterial roadway located between Sweetwater and the MMC obstructs pedestrian movements between Sweetwater and MMC; 2) A pedestrian plaza at the bridge landing on the MMC; 3) An urban "Memorial Plaza" in Sweetwater; 4) Pedestrian-oriented streetscape enhancements to be created by narrowing 109th Avenue between SW 7th Terrace and SW 6th Street reducing the existing 3 traffic lanes to 2 traffic lanes. The enhancements will include upgraded sidewalk paving materials, enhanced shade trees, appropriate upgrades to street furniture, street signage, street lighting and landscaping; 5) Improvements on the MMC will include new pedestrian walkways, plazas, pavilions, bike paths, landscaping, and 5) Advanced Intermodal & Multimodal Station (AIMS) elements on the North side of MMC.

Major construction activities include:

- Pedestrian-Oriented Shared-Use Bridge
- Site Preparation, Landscaping & Irrigation

- Utilities (for example Electrical, Telecom, Water & Lighting)
- Storm Water System
- Paving & Parking
- Streetscape/Furnishings/Equipment
- Plazas, Walkways, Pavilions
- Roadway Improvements & AIMS Platform area
- Professional Services – Design-Build, Engineering
- Professional Fees – Fire Marshall, Surveys, permit fees

Documentation of the preliminary activities and history related to the UniversityCity Prosperity Project are located on the project grant website: <http://cake.fiu.edu/TIGER2013/>

Funding for this project is through an FHWA TIGER grant in addition to local match funds from Owner and the Sweetwater. Grant funding reimbursements to be administered through the FDOT Local Agency Program (LAP) and the Design Build Firm should become familiar with the requirements of the program, <http://www.dot.state.fl.us/specificationsoffice/LAP/Default.shtm>. FHWA-1273 requirements (Non-Discrimination, Non-Segregation, Davis-Bacon, etc.) will be incorporated into all contracts and subcontracts for this Project.

This Design-Build Criteria package includes with the RFP package, conceptual design drawings and design criteria specifications prepared by the owner's design criteria professional which detail the requirements of the OWNER.

A. Design Builder Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, analysis, and preparation of all documentation related to the acquisition of all permits not acquired by the OWNER, preparation of any and all information required to modify permits acquired by the OWNER 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 and is responsible for the cost of said 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. This shall include construction specifications meeting or exceeding the requirements of FDOT Standard Specs for Highway and Bridge Construction, with applicable Codes, with FIU Standards published on the FIU Facilities Management website. For work within the University Modesto Maidique Campus, consistency with the University's Master Plan (<http://facilities.fiu.edu/planning/masterplans.htm>) as well as consistency with the University's commitment to design excellence and construction quality and building standards is required. These standards can be found at: <http://facilities.fiu.edu/formsandstandards.htm>. **All aspects of the design shall embrace the UniversityCity Prosperity Project's commitment to innovation and award-winning design quality as essential aspects in all facets of the design and the built work.** All elements in the design project shall be fully documented and signed by an Engineer registered in the State of Florida and a Registered Architect and Landscape Architect as applicable to the work components. Design documentation shall be provided to the OWNER confirming compliance with applicable codes and standards as called for in this request for proposal.

The Design-Build Firm shall be responsible for reviewing and complying with the approved Environmental (NEPA) Documents (Minor Type II CE and Reevaluation) and conceptual plans provided for the project, as

well as implementing and adhering to all Department Commitments as outlined in the RFP.

The Design-Build Firm is responsible for coordinating and providing to the OWNER any engineering information for any project changes which may trigger a Design Change Reevaluation of the approved Minor Type II CE and prior Reevaluation. 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 description of work. Proposed changes must be coordinated through the OWNER. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary analyses and documentation required to satisfy requirements to obtain approval of the OWNER, FDOT and FHWA. 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 National Environmental Policy Act (NEPA) Document, per Section M (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 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 secure all permits for the work at its own expense, including all rights of access, traffic permits, and approvals related to offsite operations. The Design-Builder shall construct the complete facility in accordance with the accepted final design, specifications and applicable codes, standards and permits. The Design-Build Firm shall have a quality control program to assure compliance with the above Design and Construction requirements including ongoing documentation of compliance. Quality documentation shall be provided in PDF format to the OWNER. The OWNER may exercise a quality assurance function under the Agreement at its sole discretion. The OWNER'S quality assurance activities shall in no way limit the responsibilities of the Design-Build Firm for complying the all plans and specifications for the Project.

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

B. OWNER Responsibility

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

In accordance with 23 CFR 636.109, the FDOT and other applicable government entity(ies) shall have full control of the NEPA, permitting and associated processes (e.g., endangered species or cultural resources coordination and documentation, etc.); therefore, the design-build firm must not prepare NEPA, or associated process documents; or have any decision making responsibility with respect to these processes.

The OWNER will determine the environmental impacts and coordinate with the appropriate agencies during the preparation of NEPA reevaluations. For federal projects, the OWNER will coordinate and process Reevaluations with FDOT.

II. SCHEDULE OF EVENTS.

Below is the current schedule of the events that will take place in the procurement process. The OWNER reserves the right to make changes or alterations to the schedule as the OWNER 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 OWNER, 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. Note that postings on the FIU facilities web page for the project and email notices issued by facilities shall be considered as proper notice in writing.

Date	Event
6-30-2014	Advertisement requesting Qualifications and completion of the Design Build Qualifications Supplement (DBQS). The entire RFP package will also be published on the University website.
7-30-2014	DBQS Submittal for Phase I of the procurement process due in OWNER Office by 4:00 pm local time
8-13-2014	Selection Committee meets to review and score DBQS
8-27-2014	Notification to Responsive Design-Build Firms of the DBQS scores and Shortlist Posting
9-1-2014	Phase II of the procurement process begins for Short-Listed Design-Build firms
9-15-2014	Written Questions for Pre-Proposal meeting due to OWNER
9-30-2014	Pre-proposal meeting at time (TBD) local time in FIU MMC, CSC 1123 11555 SW 17 th Street Miami, FL 33199. All impacted Utility Agency/Owners are to be invited to the mandatory Pre-Proposal meeting.
10-31-2014	Final deadline for submission of requests for Design Exceptions or Design Variations
12-1-2014	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Design-Build Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
12-8-2014	Deadline for the OWNER to post responses to the questions submitted by the Design-Build Firms prior to the submittal of the Design-Build Technical Proposal.
12-15-2014	Design-Build Technical Proposals due in OWNER Office by 4:00 pm local time
12-22-2014	Selection Committee independently receives and commences review of the Design-Build Technical Proposals
1-7-2015	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Bid Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
1-14-2015	Deadline for the OWNER to post responses to the questions submitted by the Design-Build Firms prior to the submittal of the Design-Build Bid Price Proposal.
1-19-2015	Deadline for OWNER to request clarifications regarding the Technical Proposals
1-21-2015	Design-Build Bid Price Proposal due in OWNER Office by 4:00 pm local time
1-22-2015	Design-Build Interviews before Selection Committee from 9:00am to

	12:00pm local time (Design build firms to be notified of their individual interview times). Selection Committee meeting to score Design-Build firms based upon the Technical Proposal and Interview.
1-22-2015	Selection Committee opens bid/price proposals at (The Announced Hour), calculates adjusted scores, and ranks firms
2-5-2015	OWNER announces selection of winning firm and submits documentation to FHWA/FDOT for concurrence.
3-19-2015	Posting of the OWNER's intended decision to Award – Concurred by FHWA/FDOT
3-20-2015	Notice of Award to Design-Build Firm by OWNER
4-10-2015	Contract Execution and Notice to Proceed

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. In addition designers and contractors must be FDOT pre-qualified in their respective work types per FDOT standard specification 2-1 "Prequalification of Bidders".

This contract shall be awarded without any local hiring preference. No public Agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

B. Joint Venture Firm

Two or more firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. 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.

C. Price Proposal Guarantee

As a part of Phase II Technical Proposals, 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 Florida International University. 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

As part of Phase II Technical Proposals, attendance at the pre-proposal meeting will be mandatory. Any affirmatively declared proposer failing to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to provide a forum for the OWNER to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, design exceptions/variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, in the OWNER's opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the OWNER will issue a written addendum to this Request for Proposals as the OWNER determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the OWNER. Proposers shall direct all questions to the OWNER:

*Florida International University,
Facilities Planning, Campus Support Complex,
11555 S.W. 17th St., Room CSC 142,
Modesto A. Maidique Campus,
Miami, Florida 33199
Email: Robert Griffith, Director of Planning [griffith@fiu.edu]*

E. 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 Proposals. Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, 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 ten days after the filing of the notice of protest. The formal written protest shall be filed within ten 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:

*Florida International University,
Facilities Planning, Campus Support Complex,
11555 S.W. 17th St., Room #142,
Modesto A. Maidique Campus,
Miami, Florida 33199
Email: Robert Griffith, Director of Planning [griffith@fiu.edu]*

Failure to timely file a notice of protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute waiver of protest proceedings.

F. 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, exceeding the maximum price, 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 Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

The OWNER will not give consideration to tentative or qualified commitments in the proposals. For example, the OWNER 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 definite commitment.

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

If the maximum bid price for the base bid is exceeded, the Design-Build Firm's price proposal shall be found non-responsive and the firm will not be considered for Final Selection.

G. Waiver of Irregularities

The OWNER 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 OWNER'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 OWNER, 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 OWNER 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 OWNER policies. Innovation should be limited to Design-Build Firm's means and methods, 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 and Construction Criteria 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

H. 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.

I. OWNER's Responsibilities

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

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

J. Design-Build Contract

The OWNER 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 OWNER for their approval. The total of the Schedule of Values will be the lump sum contract amount. The Schedule of Values shall be sufficiently detailed to allow ready assessment of the percentage of work completed and materials stored on-site. At a minimum, the Schedule of Values shall include a breakdown generally according to the Construction Specifications 2014 MasterFormat® Divisions including line items for all types of work specified and/or included in the Project and sub-headings for labor and material for the various units of work.

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 FDOT has an overall eight and six tenths percent (8.60%) race-neutral DBE goal. This means that the State's goal is to spend at least 8.60% of the highway dollars with Certified DBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the FDOT believes that the 8.60% overall goal can be achieved through the normal competitive procurement process. Although not a contract requirement, this project will be administered through the FDOT's Local Agency Program and the Design-Builder should make a good faith effort to meet this goal.

B. Equal Opportunity Reporting System:

The Design/Build Firm is required to report monthly, through the FDOT's Equal Opportunity Reporting System on the Internet at, <http://www.dot.state.fl.us/equalopportunityoffice/> actual payments, minority status, and the work type of all subcontractors and suppliers. All DBE payments must be reported whether or not the prime initially planned to utilize the company. Each month the prime must report actual payments to all DBE and MBE subcontractors and suppliers. In order for the race neutral DBE Program to be successful,

cooperation is imperative.

C. DBE Supportive Services Providers:

The FDOT has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBE's. This consultant is also required to work with prime Design-Build Firms, who have been awarded contracts, to assist in identifying DBE's that are available to participate on the Project. The successful Design-Build Firm should meet with the DBE Supportive Services Provider to discuss the DBE's that are available to work on this Project. The current Provider for the State of Florida is serviced by Blackmon Roberts Group and can be reached at (863) 802-1280 in Lakeland or (305) 777-0231 in Coral Gables.

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 OWNER, FDOT, 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), Design Standards and Revised Index Drawings. 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, Design Standards and Revised Index Drawings 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 Roadway Plans Preparation Manuals (PPM)
<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>
2. Florida Department of Transportation Design Standards
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<http://www.dot.state.fl.us/specificationoffice/Default.shtm>
4. Florida Department of Transportation Surveying Procedure
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf>
5. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.dot.state.fl.us/surveyingandmapping/doc_pubs.shtm
6. Florida Department of Transportation Drainage Manual
<http://www.dot.state.fl.us/rddesign/Hydraulics/ManualsandHandbooks.shtm>
7. Florida Department of Transportation Soils and Foundations Handbook
<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>

8. Florida Department of Transportation Structures Manual
<http://www.dot.state.fl.us/structures/StructuresManual/CurrentRelease/StructuresManual.shtm>
9. Florida Department of Transportation Current Structures Design Bulletins
<http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual
<http://www.dot.state.fl.us/ecso/downloads/publications/Manual/default.shtm>
11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
12. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards
<http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/>
13. Instructions for Design Standards
<http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf>
14. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
15. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
16. Safe Mobility For Life Program Policy Statement
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf>
17. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm>
18. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure
<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>
19. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm>
20. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
21. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm>
22. Florida Department of Transportation Utility Accommodation Manual
<http://www.dot.state.fl.us/specificationoffice/utilities/UAM.shtm>
23. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
24. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>

25. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>
26. Florida Department of Transportation Pavement Type Selection Manual
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>
27. Florida Department of Transportation Right of Way Manual
<http://www.dot.state.fl.us/rightofway/Documents.shtm>
28. Florida Department of Transportation Traffic Engineering Manual
<http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm>
29. 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>
30. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116
31. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
32. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>
33. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm>
34. Florida Department of Transportation Driveway Information Guide
<http://www.dot.state.fl.us/planning/systems/sm/accman/pdfs/driveway2008.pdf>
35. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/Pages/default.aspx>
36. Florida International University Building Standards
http://facilities.fiu.edu/Documents/Forms_Standards/FIU_Building_Standards_2013_Edition_WIP.pdf
37. Florida International University Hardware Standard
http://facilities.fiu.edu/Documents/Forms_Standards/FIU_Hardware_Standard.pdf
38. Florida International University Campus Master Plan 2010-2015
http://facilities.fiu.edu/planning/MasterPlanOutlines/CMP_Update_05_15_TOC.htm
39. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

At the core of this project is the OWNER's commitment to design excellence and to ensuring that the project is consistent with the design quality, material and planting recommendations outlines in the FIU building standards, hardware standards, and the 2010-20120 Master Plan. With this in mind, the Design-Build Firm should utilize the following guidelines where applicable in the development of their design concepts and plan. Special attention should be paid to ensure the project seamlessly integrates with and complements the architectural, landscape architecture and streetscape projects recently completed at

MMC and in the immediate proximity of the project. By this means, it is desired that this UniversityCity initiative will ignite the development of UniversityCity based upon a pedestrian-oriented corridor positioned between Sweetwater and MMC (SW 109th Avenue), a pedestrian-oriented shared-use bridge over US 41, AIMS improvements, plazas, walkways, boardwalks, pavilions, enhanced community transit (Not in Contract), express bus service that has Bus Rapid Transit (BRT) efficiencies and speed (Not in Contract), and the Informed Traveler Program and Applications (Not in Contract) so as to provide improved transit access (i.e., an Advanced Transit Oriented Development, ATOD) required for a high quality, safe and prosperous community in the 22nd century. With this as a goal, the Design-Build firm should utilize the following guidelines where applicable in the development of their design concepts:

1. Florida International University Building Standards
<http://facilities.fiu.edu/projects/BT-904.htm>
2. Florida International University Hardware Standard
<http://facilities.fiu.edu/projects/BT-904.htm>
3. Florida International University Campus Master Plan 2010-2015
http://facilities.fiu.edu/planning/MasterPlanOutlines/CMP_Update_05_15_TOC.htm
4. FDOT Guidelines for Enhancing Intermodal connections at Florida Transit Stations
<http://www.dot.state.fl.us/transit/Pages/EnhancingIntermodalConnections.pdf>
5. FDOT - Accessing Transit: Design Handbook for Florida Bus Passenger Facilities
http://www.dot.state.fl.us/transit/Pages/2008_Transit_Handbook.pdf
6. FDOT Public Transit Office Transit Facilities Guidelines
at <http://www.dot.state.fl.us/transit/Pages/TransitFacilitiesGuidelines.pdf>
7. Florida TOD Guidebook
<http://www.fltod.com/Florida%20TOD%20Guidebook-sm.pdf>

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 FDOT/FIU policies. Innovation should be limited to Design-Build Firm's means and methods, approach to Project, use of new products, new uses for established products, etc.

C. Geotechnical Services:

1. General Conditions:

The Design-Build Firm shall submit qualification statements for the geotechnical, the dynamic testing, load testing and the non-destructive testing firms to be used on the Project for acceptance by the OWNER at least thirty (30) calendar days before beginning the design. The OWNER will review these qualification statements, provide comments or request additional information within fifteen (15) calendar days (excluding weekends and OWNER observed holidays). Acceptance by the OWNER of the Design-Build Firm's personnel does not relieve the Design-Build Firm of the responsibility for obtaining the required results in the completed work.

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 FDOT 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.

The Design-Build Firm shall provide geotechnical design and construction reports to the OWNER, or OWNER's Representative. The reports shall be a record set of all geotechnical information, including relevant support data, and shall be signed and sealed by a Professional Engineer registered in the State of Florida and experienced in geotechnical engineering for roads and bridges designed and constructed in accordance with Department procedures. This registered professional shall hereinafter be referred to as the Geotechnical Foundation Design Engineer of Record.

2. Pile Foundations

The Design/Build Firm shall provide Geotechnical Consultant Services in accordance with the applicable standards, policies and procedures to perform geotechnical design, foundation construction services and dynamic testing. In addition to the standard policies, the following Design-Build Firm personnel and/or consultants qualifications are required:

- Production pile lengths and driving criteria shall be developed by the same engineering firm performing the dynamic pile testing under the direct supervision of a Registered Professional Engineer in the State of Florida. This Engineer must have been in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least 5 FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations. The Engineer's experience shall include the pile type being proposed in the Technical Proposal. This "responsible charge" experience shall include verifiable and successful static, Osterberg Cell and/or Statnamic load test (as will be utilized on the project) experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer program experience. Production pile lengths and driving criteria shall be authorized in a letter signed and sealed jointly by the Engineer responsible for the dynamic testing and the Geotechnical Foundation Design Engineer of Record.
- Embedded Data Collector (EDC) monitoring shall be performed by an Operator who has completed the SmartPile EDC training course administered by Applied Foundation Testing (AFT). The Operator shall work under the supervision of a State of Florida Registered Professional Engineer. This Engineer must have been in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least 5 Department bridge projects, including Structures Design Category 2 bridge projects having driven pile foundations. The Engineer's experience shall include the pile type being proposed in the Technical Proposal. This "responsible charge" experience shall include verifiable and successful Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer program experience.
- The pile foundation installation shall be supervised and certified by the Geotechnical Foundation Design Engineer of Record. These services shall include providing CTQP-certified Pile Driving Technicians in the numbers necessary to comply with Department specifications for recording pile driving records. Provide pile-driving logs to Department within 24 hours of completing the driving of each pile. The Geotechnical Foundation Design Engineer of Record shall be responsible for addressing any foundation installation problems with the assistance and concurrence of the Engineer responsible for the dynamic testing.

3. Drilled Shaft Foundations for Bridges and Major Structures

The Design-Build Firm is responsible for identifying and performing all geotechnical investigation, analysis, and design required for the project in accordance with FDOT guidelines, procedures, and specifications. The Design-Build Firm shall employ geotechnical and drilled shaft testing personnel and/or consultants with the following minimum qualifications:

- Use professional engineers registered in the State of Florida with at least 3 years of post-registration experience in drilled shaft foundation design and construction. The Geotechnical Foundation Design Engineer of Record must have designed and worked on at least three (3) FDOT bridge projects, including at least one (1) FDOT Structures Design Category 2 bridge project with drilled shaft foundations. This “responsible charge” experience shall include verifiable and successful implementation of static, Osterberg Cell and/or Statnamic load test results, and evaluation of pilot hole data. All designs must be signed and sealed by the Geotechnical Foundation Design Engineer of Record.
- The drilled shaft installation shall be supervised and certified by the Geotechnical Foundation Design Engineer of Record. These services shall include providing CTQP-qualified Drilled Shaft Inspectors in the numbers necessary to comply with Department specifications for recording drilled shaft construction records. Provide drilled shaft construction logs to FDOT within 24 hours of completing the shaft.
- Use drilled shaft superintendents in responsible charge of drilling operations experienced in drilled shaft installation and testing in the State of Florida. This “responsible charge” experience shall include at least three (3) FDOT bridge projects, including at least one (1) FDOT Structures Design Category 2 bridge project with drilled shaft foundations.

The Design-Build Firm shall submit qualification statements for the geotechnical and non-destructive testing firms to be used on the project for approval by the OWNER at least 30 calendar days before beginning the design. Acceptance of the contractor’s personnel does not relieve the Design-Build Firm of the responsibility for obtaining the required results in the completed work.

D. OWNER Commitments:

The Design-Build firm is responsible for adhering to the project commitments as identified in the approved National Environment Policy Act (NEPA) Type 2 Categorical Exclusion and Reevaluation documentation found in the appendices of this RFP, included throughout this RFP, and as listed below:

1. Coordinate with regulatory agencies to obtain permits for the project from the SFWMD, FDOT, and Miami-Dade County Regulatory and Economic Resources (RER) for construction within the right-of-way and water quality impacts. Permits are to be acquired by the Design-Build firm during the design development phase.
2. The US Fish and Wildlife Service (USFWS) Eastern Indigo Snake Protection Measures and the Florida Fish and Wildlife Conservation Commission (FWC) Standard Manatee Conditions for In-Water Work are included into the contract documents and the Design-Build firm is required to adhere to these conditions during construction.
3. Staging areas and/or off-site pond areas to be reviewed for all NEPA related issues during final design.

4. Current National Pollutant Discharge Elimination Systems (NPDES) criteria and Best Management Practices will be implemented to avoid impacts to water quality and impacts to existing wetlands and surface waters located within and outside the project limits. The NPDES Permit is to be acquired by the Design-Build firm prior to construction.
5. During the design-build phase, the need for Level II testing will be evaluated for all sites ranked as Medium or High contamination risk.
6. Maintenance of traffic and sequence of construction is to be planned and scheduled so as to minimize traffic delays throughout the project.
7. Historic Resources Commitments

FIU will coordinate with Federal Highway Administration (FHWA)/State Historic Preservation Officer (SHPO) during the design process to allow the SHPO the opportunity to review and comment on the pedestrian bridge design plans. Recognizing that the project alternatives have not been fully developed and that the SHPO has requested additional reviews of the proposed pedestrian bridge design in relation to the National Register of Historic Places (NRHP)-Eligible Sweetwater Bridge (8DA3294), FIU will implement all reasonable measures to avoid adverse impacts to the Sweetwater Bridge during the development of the new pedestrian bridge.

During the Design Phase the following considerations shall be taken into account:

- Ensure that the design of the new pedestrian bridge is sympathetic in design, scale, and massing of the Sweetwater Bridge (8DA3294).
- Avoid any adverse visual impacts on the Sweetwater Bridge (8DA3294) from the new pedestrian bridge.
- Consider re-using or integrating the Sweetwater Bridge (8DA3294) as part of the proposed pedestrian bridge. Although the relocation of the proposed pedestrian bridge west of SW 109th Avenue does not allow for the integration of the Sweetwater Bridge as part of the proposed pedestrian bridge, the Sweetwater Bridge is to be used as an integral part of the Memorial Plaza as a pedestrian crossing over the Tamiami Canal to a proposed bus shelter.
- Avoid any design that would have direct impacts to the Sweetwater Bridge (8DA3294).

During the construction phase the following methods shall be used to avoid impacts:

- Implement low-vibratory construction methods to avoid damaging the Sweetwater Bridge.
- Implement staging in a way that will avoid impacting the Sweetwater Bridge.

E. Environmental Permits:

1. **Storm Water and Surface Water:**

Plans shall be prepared in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code, the FDOT Plans Preparation Manual, FDOT Drainage Manual, and the FDOT District Six Drainage Guidelines.

2. **Permits:**

The Design-Build Firm shall provide the OWNER with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the OWNER prior to submittal to the agencies. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit is approved.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm.

The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the OWNER is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the OWNER has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy of any and all correspondence with any of the environmental permitting agencies shall be sent to the OWNER. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved.

The Design-Build Firm will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm. The Design-Build Firm shall be responsible for complying with all permit conditions.

The Design-Build Firm shall be solely responsible for all costs associated with these permitting activities and shall include all necessary permitting activities in their schedule.

No wetland mitigation is anticipated for the issuance of the permits based on the Conceptual Design Plans. If any permit applications completed by the Design-Build Firm propose wetland impacts that require mitigation, the Design-Build Firm shall be responsible for providing to the Department an update on the amount and type of wetland impacts as soon as the impacts are anticipated (including temporary impacts and/or any anticipated impacts due to construction staging or construction methods). Any mitigation required will be the sole responsibility of the Design-Build Firm. The mitigation costs of any impacts proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm. The selection of appropriate mitigation will be the responsibility of the Design-Build Firm.

However, notwithstanding anything above to the contrary, upon the Design-Build Firm's preliminary

request for extension of Contract Time being made directly to the OWNER, the OWNER, in their sole and absolute discretion, according to the parameters set forth below makes a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Build Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the OWNER unless the Design-Build Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the OWNER under this provision.

F. Survey:

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished to the OWNER in an 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 OWNER's Surveying Procedure.

G. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing OWNER 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.

H. Submittals:

1. Plans:

In Addition to the paper copies of submittals indicated in this section below, the Design-Build Firm shall prepare a full electronic PDF version of each item which shall be transmitted to the OWNER and other reviewers via FTP over the Internet. Management of the submittal files and the review process of submittals will be done using the FDOT Electronic Review Comment (ERC) System or, if FDOT ERC is not available, a similar system provided by the Design-Build Firm and approved by the OWNER.

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review.

Submittals for Category I and II bridges are limited to the following component submittals: foundation, substructure, and superstructure. Bridge component submittals must be accompanied by all supplemental information required for a complete review. Submittals for individual component elements (i.e. Pier 2, Abutment 1, Span 4, etc.) and incomplete submittals will not be accepted.

Category I and II bridge component submittals shall contain the following:

- Plan sheets for the component under review developed to the specified level of detail (i.e. 90% plans, Final plans, etc.),
- A complete set of the most developed plan sheets for all other major elements of the bridge. These sheets shall be marked “For Information Only” on the index sheet. In no case shall a plan sheet be less than 30% complete.
- Design documentation including a complete set of calculations, geotechnical reports, pertinent correspondence, etc. in support of the 90% and final component submittals.

The Design/Build Firm shall provide copies of required review documents as listed below.

90% Component Plans

7 sets of 11” X 17” roadway plans
7 sets of 11” X 17” architectural plans
7 sets of 11” X 17” structural plans
7 sets of 11” X 17” landscape/hardscape plans
3 copies of Final Geotechnical Report
3 copies of Final Bridge Hydraulic Report
3 sets of documentation – roadway/drainage
3 set of documentation – structures
3 sets of documentation – architecture/landscape/hardscape
3 copies of Technical Special Provisions
3 copies of the 90% CPTED Analysis

Final Component Plans

7 sets of 11” X 17” roadway plans
7 sets of 11” X 17” architectural plans
7 sets of 11” X 17” structural plans
7 sets of 11” X 17” landscape/hardscape plans
1 original list of Schedule of Values.
7 copies of Schedule of Values.
3 sets of final documentation
3 copies of Final CPTED Analysis
1 signed and sealed copy of Specifications Package
2 sets of electronic copies of Technical Special Provisions on CD

Construction Set:

1 set of 11”X 17” copies of the signed and sealed plans for the OWNER to stamp “Released for construction”

Final signed and sealed plans will be delivered to the OWNER’s Project Manager prior to construction of any component. The OWNER’s Project Manager will send a copy of final signed and sealed plans to the appropriate office for review and comment. Once all comments have been satisfactorily resolved as determined by the OWNER, the OWNER’s Project Manager will initial, date and stamp each submittal as “Released for

Construction”. Only signed and sealed plans which are stamped “Released for Construction” by the OWNER’s Project Manager are valid and all work that the Design-Build Firm performs in advance of the OWNER’s release of Plans will be at the Design-Build Firm’s risk. To work at risk, the Design-Build Firm must submit signed and sealed plans and can begin working prior to the OWNER’s Project Manager providing stamped “Release for Construction” plans. The Design-Build Firm shall notify the OWNER five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the OWNER’s release of Plans will be at the Design-Build Firm’s risk.

Record Set:

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

- 1 set of 11” X 17” signed and sealed plans
- 5 sets of 11 "X 17” copies of the signed and sealed plans
- 1 signed and sealed copy of the Bridge Load Rating based on as-built conditions
- 3 sets of final documentation (if different from final component submittal)
- 3 Final Project DVD’s with all CADD and PDF files

The Design-Build Firm shall complete the record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed/sealed by the Engineer of Record (EOR). The record set shall reflect all changes initiated by the Design-Build Firm or the OWNER in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

The Construction Engineering and Inspection Consultant (CEI) shall do a review of the record set prior to final acceptance in order to complete the record set.

The CEI shall certify the final plans as per Section 4.5.7 of Chapter 4 of the Preparation and Documentation Manual (TOPIC No. 700-050-010).

I. Contract Duration:

The Design-Build Firm shall establish the Contract Duration for the subject Project. In no event shall the Contract Duration exceed **1085 calendar days**. The Proposed Contract Duration shall be submitted with the Technical Proposal.

J. Project Schedule:

The Design-Build Firm shall submit a Schedule in accordance with the Division I Specifications and/or the General Specifications for this Project), which supports the established contract duration submitted as part of the Technical Proposal. The Design-Build Firm’s Schedule shall allow for no less than fifteen (15) calendar days (excluding weekends and OWNER observed Holidays) review time for the OWNER’s review of all submittals with the exception of Category II structures submittals. The review of Category II structures submittals requires no less than twenty (20) calendar days (excluding weekends and OWNER observed Holidays) for these reviews. The Schedule shall assume that submittals will be reviewed concurrently by the OWNER, FDOT and FHWA.

The following Special Events have been identified in accordance with Specification 8-6.4 of the Design/Build Division I Specifications:

- **Owner shall provide information regarding special event dates that may occur during the duration of construction, if any.**

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
- Design Submittals
- Shop Drawing Submittals
- Design Survey
- Submittal Reviews by the OWNER and FHWA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Pavilion Design
- Pavilion Construction
- Landscape Design
- Landscape Installation
- Streetscape Design
- Streetscape Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Lighting Design
- Lighting 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

K. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by key personnel identified in the DBQS and/or technical proposal by the Design-Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the OWNER's Project Manager. The Design-Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

L. Meetings and Progress Reporting:

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

- OWNER technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings
- Bi-Weekly FIU Program Committee meetings

During design, the Design-Build Firm shall meet with the OWNER's Project Manager bi-monthly basis (twice a month) and provide a one month look ahead of the activities to be completed during the upcoming month. In addition meetings will be held at each deliverable phase to resolve OWNER comments and Designer Responses.

During construction, the Design-Build Firm shall meet with the OWNER'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, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

M. 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 OWNER may elect to carry out Public Involvement Program. The Design-Build Firm will be part of the Public Involvement effort but on a limited basis as described below.

2. Public Meetings:

The Design-Build Firm shall provide all support necessary for the OWNER to hold 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
- MPO TARC – Transportation Aesthetics Review Committee Meetings
- Public Information Meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)

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 necessary for the OWNER to produce 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, and public hearings.

The Design-Build Firm shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the OWNER. The Design-Build Firm shall forward all requests for group meetings to the OWNER. The Design-Build Firm shall inform the OWNER of any meetings with individuals that occur without prior notice.

N. Quality Management Plan (QMP):

1. 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.

No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

2. Construction:

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of FDOT 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 FDOT. The Design-Build Firm will use the FDOT's database(s) to allow audits of materials used to assure compliance with the STRG. The most commonly used materials and details listed 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 "Access Instruction for LIMS" for more information on how to gain access to the Department's databases: <http://www.dot.state.fl.us/statematerialsoffice/quality/programs/qualitycontrol/contractor.shtm>

Prepare and submit to OWNER a Job Guide Schedule (JGS) using the Laboratory Information Management System (LIMS) in accordance with Section 105 of FDOT Standard Specifications.

The OWNER 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 OWNER's standards.

O. Liaison Office:

The OWNER 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.

P. CEI Engineers Field Office:

The Design-Build Firm will provide the CEI with an Engineers Field Office of 900 square feet in accordance with FDOT Special Provision Section 109.

Q. Schedule of Values:

The Design-Build Firm will be responsible for invoicing the OWNER based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the OWNER of the Design-Build Project. Tracking DBE participation will be required under normal procedures according to the FDOT Construction Project Administration Manual (CPAM). The Design-Build Firm must submit the schedule of values to the OWNER for approval. No invoices shall be submitted prior to OWNER approval of the schedule of values.

Upon receipt of the invoice, the OWNER'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.

R. Computer Automation:

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. It is the responsibility of the Design-Build Firm to obtain and utilize current OWNER approved releases of all CADD applications.

The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files. A printed directory of the archived submittal shall be included.

S. Construction Engineering and Inspection:

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

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

T. Testing:

The OWNER 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.

U. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the OWNER, or other regional and state agencies.

V. Design Issue Escalation:

The OWNER has established the issue escalation process for design questions and conflict resolution that the Design-Build Firm shall follow. All issues are to be directed to the OWNER's Project Manager. If the issue cannot be resolved at this level the OWNER Project Manager shall forward the issue to the next level in the process. The escalation process begins with the OWNER's Project Manager, followed by the Associate Vice President, Facilities Management. Questions may be expressed verbally and followed up in writing. The OWNER's Project Manager will respond in a timely manner. The Design-Build Firm shall provide any available supporting documentation.

W. Construction Clarification, Conflict Resolution, and Issue Escalation:

In the event that construction problems occur, the resolution of those problems will be processed in one of the following two ways unless revised by a Partnering agreement:

- If the resolution does not change the original intent of the technical proposal/RFP, then the Design-Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the CEI's Resident Engineer will be responsible for review and response within ten (10) calendar days (excluding weekends and OWNER observed holidays). The Resident Engineer will either concur with the proposed solution or, if the Resident Engineer has concerns, the issue will be escalated as described in the process below.

- If the resolution does alter the original intent of the technical proposal/RFP then the EOR will develop the proposed solution, copy in the Resident Engineer, and send it to the OWNER for review and response through the OWNER's Project Manager. The OWNER will respond to the proposed solution within ten (10) calendar days (excluding weekends and OWNER observed holidays). The OWNER will either concur with the proposed solution or, if the Resident Engineer has concerns, the issue will be escalated as described in the process below. Changes to the original intent of the technical proposal/RFP will require a contract change order and OWNER approval.
- The OWNER has established the issue escalation process for construction questions and conflict resolution that the Design-Build Firm shall follow unless revised by the Partnering agreement. All issues are to be directed to the OWNER Project Manager. If the issue cannot be resolved at this level the OWNER Project Manager shall forward the issue to the next level in the process. The escalation process begins with the OWNER's Project Manager, followed by the Director of Facilities Planning. Questions may be expressed verbally and followed up in writing. The OWNER's Project Manager will respond in a timely manner. The Design-Build Firm shall provide any available supporting documentation.

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

VI. DESIGN AND CONSTRUCTION CRITERIA.

A. General:

The Design-Build Firm shall be responsible for: detailed plan checking as outlined in the Plans Preparation Manual (PPM); as described in the RFP; and the Design and Construction criteria package. This includes a checklist of the items listed in the PPM for each completed phase submittal. Bridge submittals may be broken into architecture, foundation, substructure, superstructure, approach spans and main channel spans. Roadway submittals may be broken down into grading, drainage, walls, ITS, signing & pavement marking, architecture, landscaping, hardscape, signalization, lighting and final geometry components. The component design must be in conformity with the Design and Construction Criteria requirements, approved preliminary layout and concept as provided in the Technical Proposal.

Before construction activities can begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be reviewed by the OWNER. Component submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this Project. Any modification to the component construction due to subsequent design changes as the result of design development is solely the Design-Build Firm's risk. Upon review by the OWNER, the plans will be stamped "Released for Construction" and initialed and dated by the reviewer. Any construction initiated by the Design-Build Firm prior to receiving signed and sealed plans stamped "Released for Construction" shall be at the sole risk of the Design-Build Firm.

Prior to submittal to the OWNER, bridge plans shall have a peer review analysis by an independent engineering firm not involved with the production of the design or plans, prequalified in accordance with Chapter 14-75. The peer review shall consist of an independent design check, a check of the plans, and a verification that the design is in accordance with AASHTO, FDOT, and other criteria as herein

referenced. The cost of the peer review shall be incurred by the Design-Build Firm. The independent peer review engineer's comments and comment responses shall be included in the 90% plans submittal. At the final plans submittal, the independent peer review engineer shall sign and seal a cover letter certifying the final design and stating that all comments have been addressed and resolved.

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

B. Geotechnical Services:

The Design/Build Firm shall perform a subsurface investigation, analysis and design for all aspects of the project in accordance with FDOT standards, policies and procedures. Existing subsurface information may be used. Supplemental subsurface investigation and testing will be required to ensure all aspects of the project are covered.

Driven Pile Foundations

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4.

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

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. The OWNER may observe the installation of test piles and all pile testing.
6. Preparing and submitting a Pile Installation Plan for the OWNER's acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
11. Submitting Foundation Certification Packages.
12. Providing safe access, and cooperating with the OWNER in verification of the piles, both during construction and after submittal of the certification package.

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of successful load tests must be performed in representative locations of that

area

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. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the OWNER at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the OWNER's acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the OWNER.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all nonredundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access, and cooperating with the OWNER in verification of the drilled shafts, both during construction and after submittal of the certification package.

Spread Footings Foundations

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

1. Evaluating geotechnical conditions and designing the spread footing.
2. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
3. Inspecting and documenting the spread footing construction.
4. Submitting Foundation Certification Packages in accordance with the specifications.
5. Providing safe access, and cooperating with the OWNER in verification of the spread footing, both during construction and after submittal of the certification package.

C. Utility Coordination:

The Design-Build Firm is responsible for all utility coordination and relocations and shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm's proposal. The Design-Build Firm shall notify the OWNER 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. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build Firm's plans.
3. Scheduling utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
5. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
6. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the OWNER for review and acceptance, all Utility Work Schedules.
7. Resolving utility conflicts.
8. Obtaining and maintaining all appropriate Sunshine State One Call Tickets.
9. 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.
10. Providing periodic Project updates to the OWNER Project Manager as requested.
11. Any and all utility relocation costs shall be borne by the Design-Build Firm.

The following Utility Agency/Owners (UA/O's) have been identified by the OWNER as having facilities within the Project area which may be impacted by the Project. This is only a guide and does not in any way alleviate the Design-Build Firm from performing any of the utility coordination functions described in this RFP.

Utility Owner	Contact Person
ATT/ Distribution	Steve Massie

	9101 SW 24 St, 1st floor
	Miami, FL 33165
	305-222-8745
	sm4788@att.com
Florida Gas Transmission	Joseph E. Sanchez
	2405 Lucien Way Maitland Fl, 32751
	407-838-9554
Miami-Dade County Public Works	Aurelio Del Valle
	7100 NW 36th Street
	Miami, FL 33166
	305-592-8925 Ext: 258
	305-477-6422 (fax)
Comcast Cable	Leonard Maxwell-Newbold
	2601 sw 145 ave
	Miramar, FL 33027
	954-447-8405, 954-444-5113 (cell)
	954-534-7083 (fax)
	leonard_maxwell-newbold@cable.comcast.com
Florida Power and Light	Tracy Stern
	2900 Catherine St
	Palatka, FL 32177
	1-800-868-9554
Florida Power and Light - Fibernet	Danny Haskett
	9250 W Flagler St
	Miami, FL 33174
	305-552-2931
	Danny.Haskett@fpl.com
Miami -Dade Water and Sewer	Patrick Chong
	3575 S. Le Jeune Rd. (office)
	3071 SW 38 Ave (for any correpondance)
	Miami, FL 33146-2221
	786-268-5255
	pchon@miamigov.com
Florida City Gas	Dexter Pinkney
	955 E 25 St
	Hialeah, FL 33013
	305-835-3632

D. Civil Engineering Plans:

General:

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

Design Analysis:

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the OWNER.

Any deviation from the OWNER's design criteria will require a design variation and any deviation from AASHTO will require a design exception. All such design variations and exceptions must be approved.

These packages shall include the following:

1. **Roadway Design:**

See PPM Volume 2; Chapter 2 for Roadway Design sheets, elements and completion level required for each submittal.

2. **Typical Section Package:**

- Transmittal letter
- Location Map
- Roadway Typical Section(s)
 1. Pavement Description (Includes milling depth)
 2. Minimum lane, shoulder, median widths
 3. Slopes requirements
 4. Barriers
 5. Right of Way
- Data Sheet
- Design Speed

3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the modifications to the existing drainage and storm-water management systems required to accommodate the site improvements. All design work shall be in compliance with the FDOT's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; FIU Design Standards; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies will be required from the outset. Full documentation of all meetings and decisions are to be submitted to the OWNER.

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) will be the Design-Build Firm's responsibility.

Perform design and generate construction plans documenting the permitted systems function to criteria.

The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design life. Flood flow requirements will be determined in accordance with the FDOT's procedures. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design life, they must be replaced or supplemented in accordance with the drainage requirements of this RFP. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFP.

The Design-Build Firm will consider optional culvert materials in accordance with the FDOT's Drainage Manual Criteria.

The Design-Build Firm shall provide the OWNER a signed and sealed Drainage Design Report. It shall be a record set of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

E. Geometric:

The Design-Build Firm shall prepare the geometric design for the Project using the Design Standards 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.

F. Design Documentation, Calculations, and Computations:

The Design-Build Firm shall submit to the OWNER 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 OWNER. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

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

1. Design Standards 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

G. Structure Plans:

1. **Bridge Design Analysis:**

- a. The Design-Build Firm shall submit to the OWNER final signed and sealed design documentation prepared during the development of the plans.
- b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% bridge plans.
- c. The Design-Build Firm shall evaluate scour on all bridges over water and the canal retaining wall system using the procedures described in HEC 18.
- d. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of ways.
- e. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falseworks systems, etc.) to ensure compliance with the contract plan requirements and intent.

2. **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 AASHTO LRFD Bridge Design Specifications, Department Standard Specifications, Structures Manual, Plans Preparation Manual, Department Standard Drawings, Supplemental Specifications, Special Provisions, and directions from the State Structures Design Engineer, Temporary Design Bulletins, Structures Design Office and / or District Structures Design Engineer.
- b. Bridge Widening: not required.
- c. Critical Temporary Retaining Walls: Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed

by the Structural Engineer in responsible charge of the wall design.

H. Specifications:

FDOT Specifications may not be modified or revised. The Design-Build Firm shall also include all Technical Special Provisions, which will apply to the work in the proposal. 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.

Before construction activities can begin, 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 submitted. The Specifications Package shall be prepared, signed and sealed by the Design-Build Firm's Engineer of Record.

The signed and sealed Specifications Package shall also include individually signed and sealed Technical Special Provisions for any and all work not addressed by Department Specifications. Any Technical Special Provisions included in the signed and sealed Construction Specifications Package which had not been included in the proposal phase, may require a contract cost modification as a condition of approval.

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

Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package, subject to the same process for submittal, review, and, release for construction, as described above, for the original Construction Specifications Package. Construction work affected by Supplemental Specifications Packages shall not begin until stamped "Released for Construction" Supplemental Specification Package is obtained.

To work at risk, the Design-Build Firm must submit signed and sealed specifications and can begin working prior to the OWNER's Project Manager providing stamped "Release for Construction" specifications. The Design-Build Firm shall notify the OWNER five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the OWNER's release of Specifications will be at the Design-Build Firm's risk.

I. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be in conformance with the FDOT Plans Preparation Manual when submitted to the OWNER and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR) and Specialty Engineer, as appropriate. The OWNER, or OWNER's CEI Consultant, shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The OWNER'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 OWNER's review is not meant to be a complete and detailed review. Upon review of the shop drawing, the OWNER, or OWNER's CEI Consultant, will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

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.

J. 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 Traffic Control Plan (TCP) 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. Proper coordination with adjacent construction Projects and maintaining agencies.

K. Stormwater Pollution Prevention Plans (SWPPP):

The Design Build Firm shall prepare an erosion control plan that complies with the Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design Build Firm shall refer to the Plans Preparation Manual for information in regard to the SWPPP and Florida Department of Environmental Protection (FDEP) Rule 62-25 for requirements on the erosion control plan. Detailed limits of the erosion control items will be necessary but may be shown on the roadway plans sheets. This plan shall be submitted along with the Design Build Firm's Certification at least 15 working days prior to beginning construction activities.

L. Temporary Traffic Control Plan:

1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Temporary Traffic Control Plan shall be prepared by a certified designer who has completed the FDOT's training course, and in accordance with the Department's Design Standards and the Roadway Plans Preparation Manual.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of the Department's Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

Lane closures shall occur only during non-peak hours on non-event nights. Non-peak hours are 9:00PM to 5:30AM Sunday through Thursday and 11:00PM to 7:00AM on Friday and Saturday Nights. A lane may only be closed during active work periods. Pacing Operations will be allowed during the approved lane closure hours. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the OWNER. 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.

M. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. All permits required for a particular construction activity must be acquired prior to commencing the particular construction activity. The Design-Build Firm is required to prepare and submit to the applicable agencies all permit applications, as needed. The Design-Build Firm will be responsible for any required permit fees. 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 time extension or additional compensation. As the permittee, OWNER is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

Coordination with regulatory agencies shall occur to obtain permits for the project from the South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), US Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and Miami-Dade County Regulatory and Economic Resources (RER) for construction within the canal and roadway right-of-ways and water quality impacts.

If, as a result of design changes proposed by the Design-Build Firm, compensatory environmental mitigation is required, it shall be the responsibility of the Design-Build Firm to pay for the mitigation.

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

1. NEPA Requirements

In accordance with the National Environment Policy Act (NEPA), several environmental agency coordination meetings and concurrence reviews have been ongoing for the Project. The OWNER will continue to coordinate with these agencies and provide additional information or surveys as requested throughout the design and construction phases. Staging areas and/or off-site pond areas will require review for all NEPA related issues during final design.

The products of a NEPA study are the reports of findings and recommendations, appropriate environmental documents and preliminary engineering concepts. This Project was processed as a Minor Type 2 Categorical Exclusion (CE). 23 CFR Part 771.129(c) states that "after approval of the EIS,

FONSI, or CE designation, the applicant shall consult with the Administration prior to requesting any major approvals or grants to establish whether or not the approved environmental document or CE designation remains valid for the requested Administration action". This consultation effort is accomplished through the reevaluation process. Reevaluations serve to ensure project compliance with all applicable federal and state laws prior to the advancement of the project to the next major production phase (preliminary engineering, right-of-way acquisition, or construction advertisement).

The reevaluation process also provides the mechanisms whereby commitments made by the OWNER during the project development process are identified, updated, and their status given. Any new commitments or laws which may have come into effect since the approval of the original CE designation are addressed in the reevaluation.

The reevaluation is the only instrument available to fully document compliance with federal laws and any changes that may have occurred on a project since the approval of the original final environmental document or CE designation. The extent and complexity of the reevaluation is, therefore, contingent upon the project's status at the time the reevaluation is prepared; changes to the affected environment since the approval of the original environmental document or CE designation, and the purpose of the reevaluation (e.g., design change).

2. Cultural Resources

The location of culturally significant sites located along the project corridor is provided in the Cultural Resource Assessment Survey (CRAS), of the NEPA documentation. A total of seven historic resources within the historic resources Area of Potential Effect (APE) have been identified within the project vicinity as follows: the Tamiami Canal (8DA6453), Tamiami Trail (8DA6510), Sweetwater Bridge (8DA3294), and four buildings (8DA13869– 8DA13872). Utilization of historic and / or archaeological sites for staging or stockpiling activities will not be permitted.

As identified within the NEPA documentation, the NRHP-Eligible Sweetwater Bridge (8DA3294) is within the vicinity of the Project. During construction the following methods shall be used to avoid impacts:

- Implement low-vibratory construction methods to avoid damaging the Sweetwater Bridge.
- Implement staging in a way that will avoid impacting the Sweetwater Bridge.

The Design-Build Firm shall comply with the requirements with respect to the discovery of human remains during construction. In the event that human remains are found during construction activities, the provisions of Chapter 872.05, F.S. will apply. Florida Statute Chapter 872.05 states that, when human remains are encountered, all activity that might disturb the remains shall cease and may not resume until authorized by the State Medical Examiner or the State Archaeologist.

3. Section 4(f)

Section 4(f) of the Department of Transportation Act of 1966 provides protection for publicly owned parks, recreation areas, historic sites, wildlife and waterfowl refuges from conversion to a transportation use. FHWA guidance requires that any impacts from the use of a Section 4(f) property for highway purposes be evaluated. The James M. Beasley Linear Park travels along the north side of the C-4 Canal. The OWNER completed an assessment of the project's potential impacts on the identified resources and it was determined that the project was exempt from Section 4(f) since the proposed improvements will enhance and not impair the activities, features or attributes of this 4(f) property.

The Design-Build Firm shall not enter upon the following areas without prior consent of the City of Sweetwater and/or FDOT/FHWA as coordinated through the OWNER: any public park, archaeological sites identified in the CRAS documents prepared for the Project, or any other Section 4(f) Resource.

4. Wetlands, Mitigation, Wildlife and Habitat

The Design-Build Firm shall review the Endangered Species Biological Assessment (ESBA) prepared for the Project. The Project is not anticipated to have impacts to existing wetlands; however, surface waters may be impacted by the installation of the canal bulkhead. Compensatory mitigation is not anticipated for these surface water impacts. Current NPDES criteria and Best Management Practices shall be implemented to avoid impacts to water quality and impacts to existing wetlands and surface waters located within and outside the project limits. If, as a result of designs proposed by the Design-Build Firm, compensatory environmental mitigation is required, it shall be the responsibility of the Design-Build Firm to pay for the mitigation.

The ESBA determined that the American Alligator, Eastern Indigo Snake, Wood stork, Florida Bonneted Bat, and West Indian Manatee have potential to occur in the Project corridor. The ESBA was submitted to the USFWS and the OWNER made the following commitments that the Design-Build Firm must comply with regarding the Federally-listed species with potential to occur in the corridor:

- The Design-Build Firm shall follow the USFWS *Standard Protection Measures for the Eastern Indigo Snake* during implementation of the Project.
- The Design-Build Firm shall follow the Florida Fish and Wildlife Conservation Commission (FWC) *Standard Manatee Conditions for In-Water Work* during implementation of the Project.

The Design-Build Firm must comply with conditions specified in the permits and NEPA documents regarding the protection and precautionary guidelines for any endangered species.

5. Contamination

In accordance with FDOT policy and FHWA requirements, a Contamination Screening Evaluation Report (CSER) was prepared for the project corridor during the NEPA Study phase to determine the potential for contamination involvement associated with project construction. The CSER is included in the NEPA documentation. The Design-Build Firm shall review the referenced document which discusses known or suspected contamination on the project corridor. The Design-Build Firm shall then schedule an Environmental Coordination meeting with the OWNER to discuss the contamination-based issues on the project. After this meeting additional contamination assessment may be conducted by the OWNER if warranted.

The Design-Build Firm shall be responsible to provide plans to the OWNER for review and approval upon further development of the Project design within the areas deemed potentially contaminated. This is of particular importance in areas including – but not limited to – new alignment, stormwater management facilities (i.e. stormwater pond), mast arm locations, elevated roadways or deep foundations. The Design-Build Firm shall make every effort to avoid placing a stormwater management facility on a contaminated site.

Unidentified Areas of Contamination

When encountering or exposing any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, the Design-Build Firm shall cease operations immediately in the vicinity and notify the OWNER or designee Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution.

The Design-Build Firm shall make every effort to minimize the spread of contamination into uncontaminated areas, immediately provide for the health and safety of all workers at the job site, and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable local, State, and Federal laws, rules, regulations or codes covering hazardous conditions and will be in a manner commensurate with the severity of the conditions.

The OWNER will coordinate and mobilize a qualified Contamination Assessment/Remediation (CAR) Contractor. Qualifications of such CAR Contractor shall include, but not be limited to: experience and personnel to prepare contamination assessment plans, conduct contamination assessments, prepare site assessment reports, remediation plans, implement remedial action plans, risk based corrective actions, storage tanks system removal, highway spill response as well as experience with infrastructure/construction activities within (potentially) contamination areas specific to transportation systems.

All the work performed by the CAR Contractor shall be performed in compliance with all applicable local, state and federal regulations governing worker safety and environmental regulations. This is to include occupational exposure to contaminated soils, groundwater, wastes and atmosphere during the construction of all features included in the construction plans. In addition, the CAR Contractor must be staffed with Florida licensed technical professionals (geologists and engineers) who will be involved with the project and knowledgeable of the work activities conducted within the identified contaminated areas and who would sign and seal project reports as required for submittal to the appropriate environmental regulatory agencies.

The OWNER or designee Engineer will immediately notify the FDOT District VI Contamination Impact Coordinator (DCIC) at (305) 470-5228 after encountering the unidentified areas of contamination. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

Following completion of the project, the CAR Contractor shall be required to provide copies of all reports submitted to regulatory agencies, waste material profiles, manifests and/or disposal receipts for the handling of all contaminated media including but not limited to ground water, waste water, soils, solid wastes, sludge, hazardous wastes, air monitoring records and sample results for all materials tested and analyzed to the OWNER and the FDOT DCIC.

The Design-Build Firm shall be responsible for responding to all traffic incidents during the construction and management of the Project, including – but not limited to – contamination and hazardous materials release associated with traffic incidents, unauthorized dumping and/or similar incidents.

For groundwater monitoring wells found within the Project Right of Way, the Design-Build Firm shall be required to adhere to Subarticle 110-10.1 of Section 110 (Clearing and Grubbing) in the FDOT Standard Specifications for Road and Bridge Construction – “Water Wells Required to be Plugged” and FDEP’s

“Monitoring Well Design and Construction Guidance Manual”, 2008.

The Design-Build Firm shall contact the OWNER before applying for a dewatering permit from any environmental regulatory agency to avoid potential contamination plume exacerbation and determine proper groundwater management associated with such sites.

The Design-Build Firm shall indemnify the OWNER against any and all claims arising from improper 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 cleaning up any contamination caused by its own activities. This includes, but is not limited to spillage/leakage of contaminants from equipment and/or portable tanks used in constructing the project.

N. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with FDOT standards and with the OWNER’s criteria.

O. Lighting Plans:

The Design-Build Firm shall prepare lighting plans in accordance with OWNER criteria.

P. Landscape Plans:

All Landscape plans and design calculations are to be prepared in accordance with the Governing Regulations, Policies and Procedures, and the submittal requirements and shall be signed and sealed by a Florida-registered Landscape Architect. Landscape plans to be provided shall include: an Existing Tree Inventory Plan, a Tree Relocation Plan, and a Landscape Plan.

The Design-Build Firm shall submit a Landscape Plan for review and approval in writing to the OWNER prior to any 90% design submittal. The Design-Build Firm shall allow 21 calendar days for review by the OWNER.

The Landscape Plan shall provide sufficient detail to also be used at Public Workshops for the project. The Design-Build Firm shall identify, document and provide solutions for all potential impacts to the existing landscaping due the proposed Design-Build Firm’s design concept, including but not limited to landscape material and modifications to the layout of the existing Shared Use Paths in order to minimize the number of tree impacts proposed.

An Existing Tree Inventory Plan shall accurately identify the location, species, size and condition of all existing trees within the project. The Existing Tree Inventory Plan shall state the disposition of existing landscape material (i.e. Relocation, Removal, Remain or Replace) and provide justification. The Design-Build Firm shall coordinate with the OWNER, as applicable, for all determinations (final decisions regarding disposition/treatment/actions for impacted landscape components).

A Tree Relocation Plan shall provide a landscape layout for all relocated material identified in the Existing Tree Inventory Plan. All trees designated for relocation shall be relocated within the project limits, as approved by the OWNER. Any landscape materials that are relocated shall be done in accordance with FIU design and building standards and consistent with Landscape design guidelines.

Relocated trees shall conform to warranties for Landscape material as detailed in the Standard

Specifications. Any impacted trees that cannot be relocated shall be replaced in kind. In kind is defined to provide new plant material of the same species which the diameter of the new trees adds to the diameter of the existing tree to be replaced. (5 new 4" trees = 1 old 20" tree).

The Landscape Plan shall follow the design intent of the Landscape Concept Plan provided and present the layout of new and remaining, existing landscape material. Any new trees and existing trees designated to remain that will be potentially impacted due to construction activity shall be protected according to the current Design Standards. New trees shall conform to warranties for Landscape material as detailed in the Standard Specifications. A unit-cost breakdown must accompany the Landscape Plan.

The Design-Build Firm shall closely coordinate Landscape Plan with the OWNER and other relevant agencies. The final Landscape Plan shall be submitted to the OWNER and other relevant agencies affected for review and approval prior to installation. Any requirements imposed by the OWNER and other relevant agencies shall be binding on the Design-Build Firm.

Q. Signalization:

1. General

The Design-Build Firm shall prepare Signalization Plans in accordance with OWNER, Miami-Dade County Traffic Signals, and FDOT criteria.

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

- Project Layout / Overview sheets outlying the locations of field elements
- Detail sheets on:
 - Wiring and connection details
 - Conduit, pull box, and vault installation

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 or update of a concept of operations, the development or update of a system engineering master plan (SEMP), and requirement traceability verification (RTVM) as well as coordination of document review.

The Design-Build Firm shall detail existing Signalization and Intelligent Transportation System equipment and report which devices will be removed, replaced, or impacted by project work.

2. Design and Engineering Services:

The Design-Build Firm shall be responsible for all Signalization design and engineering services relating to the Project.

The design of the new system shall integrate with the existing devices. The design shall include the necessary infrastructure and components to ensure proper connection of the new sub-systems. This shall include but not be limited to all proposed sub-systems of this project as well as existing sub-systems that remain or are re-deployed as the final project.

3. Construction and Integration Services:

The Design-Build Firm shall be responsible for all Signalization construction and integration services relating to the Project.

D. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements. The Design-Build Firm is responsible for the coordination and performance of material inspection and testing, field acceptance tests, and system acceptance tests. The times and dates of tests must be accepted in writing by the OWNER's Project Manager. The Design-Build Firm shall conduct all tests in the presence of the OWNER's Project Manager or designated representative.

VII. SELECTION PROCESS

A. General:

The OWNER will advertise a Notice to Design-Build Firms in the Florida Administrative Register (FAR). Firms desiring to provide design-build services for the project shall respond to this advertisement by submitting a letter of application and a completed Design-Build Qualifications Supplement (DBQS) form. The DBQS qualifications submittal must not exceed 80 pages, including the DBQS form and letter of application. Pages must be numbered consecutively. Submittals, which do not comply with these requirements or do not include the requested data, will not be considered. No submittal material will be returned. The Design-Build Qualifications Supplement (DBQS) form may be obtained from the web-site <http://facilities.fiu.edu/projects/BT-904.htm>

The process for selecting a design-build firm for this Project will include three phases as described below.

B. Selection Process:

Phase I is the evaluation and scoring of information provided by interested firms in response to the DBQS form. A Selection Committee, established by Owner, will evaluate and score the information provided by the firm which includes prior experience with respect to the particular unique aspects of the identified project, technical abilities, general project approach, and financial resources. A minimum of three (3) firms receiving the highest scores after the evaluation and scoring is completed will be shortlisted and given the opportunity to present their understanding of the project requirements in the form of technical proposal and a bid price proposal in Phase II. If three (3) or fewer firms submit qualifications all firms will be short-listed and have the opportunity to progress to Phase II and Phase III.

Phase II includes the submittal of a technical proposal and a subsequent interview. Short listed Design-Build Firms will be evaluated based on their understanding of the project, ability to provide design and construction services, their project approach and methodology, and their preliminary design documents.

Phase III Following the evaluation and scoring of the technical proposal and interview by the selection committee, the Bid Price Proposal will be opened and read publicly and an adjusted "best-value" score

will be calculated as follows:

- Price Category Score will be provided for Base Bid Prices (excluding all alternatives) up to a maximum of **40 points**.
- The Technical Evaluation score will be provided based on the criteria defined in section VIII.C up to a maximum score of **60 points**.
- Bonus points will be awarded for the Additive Alternatives provided under the Maximum Bid Price of **\$9,388,076** as follows:
 - **Additive Alternative 1** – On Campus Improvement from ECS Plaza to Green Library (refer to conceptual drawings for limits and scope) – **4 bonus points**
 - **Additive Alternative 2** – AIMS Transit Platform at PG6 (refer to conceptual drawings for limits and scope) – **2 bonus points**

The selection committee will then make a recommendation to the University President for a decision on the selected firm.

C. Final Selection Formula:

The OWNER intends to award the Contract to the responsive Design-Build Firm providing the best value and with a Total Bid Price Proposal less than or equal to the maximum bid price of **\$9,388,076.00**. In the event that the contract values for every submitted bid exceeds the maximum bid price, the entire proposal shall be deemed non-responsive.

Adjusted score or “Total Best Value Points” will be used to determine the successful bidder. The Selection Committee shall publicly open the sealed bid proposals and calculate an adjusted score using the following formula:

Total Best Value Points, maximum 106 = (Low Base Bid Price/Bidders Base Bid Price) X 40 Points (amount allocated to Price Category) + (Total earned Technical Evaluation Score, maximum 60 Points) + (Additive Alternative Bonus Points, maximum 6 points)

The intent of the OWNER is to award the Design-Build Firm providing the best value. Therefore, the bid price and technical proposal are weighed 60-40. The maximum technical evaluation score is 60 points. The price points are based on base bid price 40 points maximum, ie. the low bidder will receive 40 points, and the subsequent bidders will received points based on their percent relative position to the low bidder. Finally, up to 6 bonus points are available for inclusion of the Additive Alternatives within the Maximum Bid Price of **\$9,388,076.00**.

Although contract time is not a scored factor in the evaluation, the bidders must demonstrate a contract schedule duration of no longer than **1085 calendar days** or be deemed non-responsive.

D. Final Selection Process:

After the sealed bids are received, the scores for each member of the Selection Committee, by category, for each Proposer, and each Proposer’s average Technical Evaluation Score will be announced. Following announcement of the technical scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated per formula described in section C. The Selection Committee will then rank and recommend that the highest scored Design-Builder be considered for final selection.

The FIU Facilities office will present the Selection Committee’s recommendation to the University President for action. Upon approval by the President, the University notifies each Proposer in writing of the results of the selection. The notification is sent via email with a signed letter notification attached. The

notification must include the following statement: "Failure to file a protest within the time prescribed in s.120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The university will, after project award, enter into negotiations, prepare, and execute a Design-Build Agreement

The OWNER 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 highest adjusted score.

E. Stipend Awards:

The OWNER has elected to pay a stipend to two (2) of the 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 (2nd and 3rd placing on the final scoring) 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 OWNER 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 **\$28,164.00** 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 OWNER reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the OWNER deems appropriate.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must execute with original signatures and have delivered to the OWNER no later than one (1) week after the Short-List has been posted, four (4) originals of 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 OWNER's RFP for the subject Project". If a non-selected Short-Listed Design-Build Firm eligible for stipend compensation is deemed to be non-responsive, for reasons other than the Price Proposal exceeding the Maximum Price as established herein, as determined by the OWNER, then no stipend will be paid.

VIII. DESIGN-BUILD TECHNICAL PROPOSAL REQUIREMENTS

A. General:

Each Design-Build Firm short-listed for this project is required to submit a Technical Proposal and Project Approach Presentation. The proposal and presentation shall include sufficient information to enable the OWNER 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.

Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

B. Submittal Requirements:

The Technical Proposal shall be bound with tabs labeled Section 1 through Section 7 with the information, paper size and page limitation requirements as listed below:

A copy of the "Written Technical Proposal" must also be submitted in electronic format on a CD or DVD. The format shall be in .pdf and must include Bookmarks for each Section. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. Graphics, tables, charts and photographs not embedded as part of the text of the Technical Proposal shall be considered as part of the total page count of the Technical Proposal. Internet loading of the Technical Proposal shall place in 15 seconds or less.

The maximum number of pages for the Written Technical Proposal shall be 20 typed pages; a maximum of 2 out of the 20 pages may be 11"x17. This page limitation does not include Sections 2-7; see each section description below for the page limitations and paper sizes.

Submit (one) 1 Original, (one) 1 CD/DVD, and eight (8) copies of the Technical Proposal to:

*Florida International University,
Facilities Planning, Campus Support Complex,
11555 S.W. 17th St., Room #142,
Modesto A. Maidique Campus,
Miami, Florida 33199*

Section 1: Written Technical Proposal

- Paper size: 8½" x 11", or larger charts and graphs may be provided if folded neatly to 8½" x 11"
- **Maximum allowed pages: 20**

The minimum information to be included:

- **Approach and Understanding of the Project:**

The Design/Build Firm shall present a comprehensive plan for completing the specified work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project. **Special attention should be paid to the overall architectural and aesthetic vision of the Design-Build firms design concepts with respect to the landscape, hardscape, plazas and the signature pedestrian bridge.**

- **Staffing Plan:**

The Design/Build Firm shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure, proposed to accomplish the management, technical, construction and administrative services required. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall

be discussed. The OWNER must approve any changes to the Project Management and Key Personnel. Other items to be included in the discussion of the staffing plan are:

1. Man-loading requirements (both quality and quantity) for all technical services.
2. Man-loading capabilities of all team firms.
3. Man-loading availability for the project.

- **Responsible Office:**

Design/Build Firms being considered for this project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- **Other Appropriate Data:**

Other data demonstrating the ability of the Design/Build Firm to provide the desired services may be included in the Technical Proposal.

- **Coordination:**

During the performance of the services, coordination must be maintained with the OWNER and/or other agencies. A suggested method for assuring proper coordination shall be addressed in the Technical Proposal.

Section 2: Resumes of Key Project Personnel

- Paper size: 8½" x 11"
- Maximum allowed pages: Each Résumé is limited to one (1) page per person, unlimited resumes allowed.
- The minimum information to be included: experience directly relevant to this project.

Section 3: Proposed Schedule

- Paper size: 8½" x 11" or larger if folded neatly to 8½" x 11"
- Maximum allowed pages: 3
- The minimum information to be included in the summary CPM schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date
Design Schedule
Design Reviews by the OWNER
Geotechnical Investigations/Surveys
Permitting
Start of Construction
Construction Milestones
Construction Phasing and major MOT shifts
Utility Relocations
Structure Completion Date

Final Completion Date for all Work

Section 4: Innovative Aspects

- Paper size: 8½" x 11"
- Maximum allowed pages: 2
- Any supportive information associated with the innovative aspects being proposed.

Section 5: Quality Management Plan

- Paper size: 8½" x 11"
- Maximum allowed pages: 2
- The minimum information to be included shall be in accordance with Section V.

Section 6: Design Support Documents

- Paper size: 8½" x 11"
- The minimum information to be included shall be in accordance with Section VI.

Section 7: Preliminary Plans and Specifications

- Paper size: 11" x 17"
- The minimum information to be included in the preliminary design requirements shall be in accordance with section VI and should include:

Architecture

- Preliminary Pedestrian Architecture Plans Depicting architectural vision and design intent
- Rendering of Finished Product, including bridge exterior and interior views.

Landscape Architecture /Hardscaping (Streetscaping)

- Preliminary Landscape Architecture and Hardscaping Plans
- Renderings of Finished Product, Street Furniture and Material Selection

Structural Plans

Pedestrian Bridge (Including Elevators and Stairs)

- Plans
- Profile
- Typical Section
- Ramp Details
- Pedestrian Enclosure Details
- Proposed Foundation Types and Location
- Proposed Foundation Testing requirements
- Span lengths
- Minimum vertical and horizontal clearances
- Location of expansion and fixed bearings
- Basic material properties (concrete strengths, classifications)

- Typical pier(s) and abutment details
- Cross section of proposed superstructure showing type, size and locations of structural elements
- Proposed means and methods of construction

Roadway and Complete Streets

- Project Limits
- Shared Use Path
- Major topographic features
- Stationing along Horizontal alignment
- Connections to existing roadway
- Utility provisions
- Maintenance of traffic provisions
- Roadway Typical Section
- Preliminary specifications package
- Technical Special Provisions

Signals

- Signal preliminary plans
- Paper size: 11" x 17"
- The minimum information to be included shall be in accordance with Section VI

Bulkhead/Retaining Wall Plans

- Preliminary Bulkhead Plans for northern bridge landing

Lighting

- Preliminary Lighting Plans

Signing and Pavement Marking Plans

- Preliminary Signing and Pavement Marking Plans

C. Evaluation Criteria:

The Selection Committee shall evaluate the written Design-Build Technical Proposal as well as interview the Design/Build team in order to determine the final technical score. The interview will consist of a 30 minute presentation with a subsequent 30 minute Q&A before the Selection Committee. The Design/Build Firm should not discuss or reveal elements of the price proposal in the written proposals or presentation. The Design-Build Firm shall present and discuss the design-build proposal to illustrate to the Selection Committee the conceptual and technical design issues and construction process. The presentation is to demonstrate your experience and ability, understanding of the project, and approach and method to the design and construction **including the architectural design concept for the Pedestrian Bridge and complete streets/plazas**. In addition, Reference checks will be documented and presented to the Selection Committee for its consideration during the interview. Note: Each interviewed applicant shall provide the Selection Committee copies (one for each committee member) of its presentation at the time of the interview.

The Technical Proposal and Presentation shall respond to the following categories and one **Technical Evaluation Score** worth a maximum of 60 points. That technical evaluation score will be factored along with the bid price proposal into a final score as described in section D.

Experience & Ability (Maximum 10 pts.)

1. Discuss your firm's/team's related experience with projects similar to the project being selected.
2. Discuss the specific experience of your team's proposed project manager.
3. Present any special qualifications or skills which you possess that would be of benefit in project implementation.

Understanding the Project Requirements (Maximum 10 pts.)

4. Demonstrate your understanding of the project requirements and design criteria, include knowledge of existing campus and off-campus conditions which may affect the development of the project.
5. Analyze the project requirements and the established budget. Identify any areas which could be modified to make the project more compatible with the budget.
6. Demonstrate your knowledge of the local construction market and work force as it relates to the requirements of the project.

Approach and Method (Maximum 10 pts.)

7. Discuss your safety programs. Identify any area of high hazard in the project which may require the implementation of special safety procedures, both in terms of the workers and the public safety of vehicles, pedestrians, and cyclists.
8. Describe your sequence of construction and maintenance of traffic plan for the project. The maintenance of traffic plan shall not only address vehicular traffic but also maintenance of pedestrian traffic and accessible routes. Describe how you plan on dealing with pedestrian movements and maintaining ADA accessible routes during construction.
9. Describe any problems which may arise during the design or construction of the project, and describe how you propose to resolve these problems.
10. Develop and present a proposed Critical Path schedule for development of the project. Explain the advantages of your proposed schedule and how the schedule meets the university's goals and objectives. Explain the methods which will be used to monitor the project's progress and methods which will be used to adjust the CPM to maintain the established completion date of the project.
11. Provide a detailed organization chart of your management team for the project. Outline the responsibilities of each team member.

12. Describe your procedures for quality control in design and construction work.
13. Describe your procedures in certifying substantial completion, final completion, and services during occupancy and warranty period.

Design (Maximum 30 pts.)

14. Demonstrate responsiveness to the design criteria documents and conceptual design drawings.
15. Describe how your design solution responds to the specified design criteria. Include a discussion of special features, budget analysis, ability to respond to scheduling requirements, and the aesthetic vision and response of the design concepts being presented, specifically for the signature pedestrian bridge, complete streets/plazas.
16. Discuss any design criteria not achieved by your proposed design.
17. Suggest alternative solutions as appropriate.

IX. BID PROPOSAL REQUIREMENTS

A. Bid Price Proposal:

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project and the number of calendar days 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 Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

*Florida International University,
Facilities Planning, Campus Support Complex,
11555 S.W. 17th St., Room #142,
Modesto A. Maidique Campus,
Miami, Florida 33199*

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