

TOWN OF CALLAHAN



**DESIGN-BUILD
REQUEST FOR PROPOSAL**

For

**Water and Wastewater Distribution System and Rail
Switches Improvements**

DEO Agreement Number: G0064

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

Project Advertisement

- Legal Requirements and Responsibilities to the Public – E-Verify (SP0072900)
- Legal Requirements and Responsibilities to the Public – Scrutinized Companies (SP0073000)

Design Criteria Package

Agreement

Required Forms to be included with Bid Package:

- Bid Bond
- Statement of Bidder’s Qualifications
- Bidder’s Statement of Disputes
- Tabulation of Subcontractors & Suppliers
- Proposer Acknowledgement
- Non-Collusion/Lobbying Affidavit

Florida Security & Immigration Compliance Act Affidavit
Anti-Kickback Affidavit
Confirmation of Minority Owned Business
Certification Pursuant to FS287.135
Drug Free Workplace Certification
Florida Trench Safety Act Certification
Sworn Statement on Public Entity Crimes

Additional Forms (separate forms file)
Notice of Award
Notice to Proceed
Certificate of Substantial Completion
Certification of Final Completion
Contractor's Request for Information
Work Change Directive
Field Order
Change Order Request Form
Performance Bond
Payment Bond
Waiver and Release of Lien Upon Progress Payment
Waiver and Release of Lien Upon Final Payment

REFERENCE DOCUMENTS

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

Figure 1: Overall Water Plan.pdf
Figures 1A – 1C: Proposed Water Main Route.pdf
Figure 2: Overall Sewer Plan.pdf
Figures 2A – 2D: Proposed Force Main Route.pdf
Figure 3: RR_Elec_Lock-CSX_EL.pdf
Figure 4: RR_Elec_Lock-NS_EL.pdf
Nassau County Roadway section -Local-Road-2-Lane-Swale-Section-60ft-ROW

I. Introduction.

Definitions:

Town means the Town of Callahan.

The **Town** has issued this Request for Proposal (RFP) to solicit competitive Bids and Proposals from Proposers for Water and Wastewater Distribution System and Rail Switches Improvements.

Description of Work

The design-build services are related to the extension of the minimum 12-inch Water Main piping, 300,000-gallon ground storage tank with a small water treatment plant and the extension of the minimum 8-inch Wastewater Force Main line with the necessary sanitary lift station(s), and the installation of two manual rail spur switches, one from CSX Transportation and the other from Norfolk Southern Railway lines to an industrial park south of Callahan on US301. The scope shall include, but not limited to the following:

- ▶ Design services that will include:
 - Route Study that includes best alternative location and/or rehabilitation based upon public acceptance, maintenance accessibility, use of existing right-of-way, environmental impacts, permitting complexity, traffic impacts and potential for contaminated soil or groundwater. The Study shall include water system and wastewater system hydraulic modeling analysis to determine the water mains and force mains sizes, high service pumps size, and necessary lift station(s).
 - Comprehensive final design services of selected route, including all geotechnical assessment.
- ▶ Easement acquisition including all surveying.
- ▶ Regulatory permitting.
- ▶ Preconstruction services with development of guaranteed maximum price for construction.
- ▶ Construction of selected improvements.
- ▶ Start-up and testing.
- ▶ Scheduling of all logistics.
- ▶ Public relationship activities needed to maintain a positive responsive to the project from affected stakeholders.

Details of scope and permitting requirements are included in the attachment “Design Criteria Package”.

A. Design-Build Responsibility

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

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

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

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

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

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

B. Town Responsibility

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

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

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

The **Town** does not guarantee the details pertaining to any borings, that may be shown on any documents supplied by the **Town**, 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.

II. Schedule of Events.

Below is the current schedule of the remaining events that will take place in the selection process. The **Town** reserves the right to make changes or alterations to the schedule as the **Town** 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 **Town**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
<u>1/15/2020</u>	Official Advertisement
<u>2/10/2020</u>	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Proposal.
<u>2/14/2020</u>	Deadline for the Town to respond to questions submitted by the Design-Build Firms prior to the submittal of the Proposal.
<u>2/21/2020</u>	Technical Proposals and Price Proposals due in the Town's Office by: 3:00 p.m. local time
<u>2/21/2020</u>	Public announcing of Price Proposals at: 4:00 p.m. local time in Town of Callahan City Hall, 542300 US Hwy 1, Callahan, FL 32011
<u>2/24/2020</u>	Posting of the Town's intended decision to Award
<u>3/2/2020</u>	Anticipated Award Date
<u>3/3/2020</u>	Anticipated Execution Date

III. Threshold Requirements.

A. Qualifications

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

B. Joint Venture Firm

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

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

C. Price Proposal Guarantee

A Price Proposal guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany each Proposer's Price Proposal. The Price Proposal guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the Town. 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.

D. Request for Proposal Clarifications and Addenda

In the event that any questions arise, the **Town** will issue a written addendum to this Request for Proposal as the **Town** determines is appropriate. These addenda may include official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document. No oral representations or discussions which take place will be binding on the **Town**. Proposers shall direct all questions, in writing, to the **Town** via email to:

Michael Williams
Public Works Director
PWD@TownofCallahan-fl.gov

If a Proposer receives information from the **Town** relating to the Project, the **Town** will ensure that all Proposers receive the same information in a timely fashion. The Project file will clearly document all communications with any Firm regarding the design and construction criteria by the **Town**. All addenda will be provided on the Town's website at townofcallahan-fl.gov and/or any other website the Town used for this procurement. It is the Proposer's responsibility to check with the Public Works Director and immediately secure all addenda. Each Proposer shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form, attached hereto, and shall adhere to all requirements specified in each addendum prior to the submission for RFP.

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 Proposal. Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, F.A.C., any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within 10 days after the filing of the notice of protest. The formal written protest shall be filed within 10 days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest by certified mail to:

Town of Callahan, Florida
P.O. Box 5061
Callahan, FL, 32011

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

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, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Proposers,

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

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

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

G. Waiver of Irregularities

The **Town** 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 Town'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.
3. In no event will any such elections by the **Town** 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 **Town** 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 Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

H. Modification or Withdrawal of Proposal

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

I. Design-Build Contract

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

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

IV. 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 **Town**, JEA, FDOT, 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 **Town** at the date of advertisement of this contract. 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. JEA Design Standards
https://www.jea.com/engineering_and_construction/water_and_wastewater_development/stages_of_a_project/design/
2. FDEP Rules and Statutes
<https://floridadep.gov/water/water/content/water-resource-management-rules/>
3. Florida Department of Transportation Design Manual (FDM)
<http://www.fdot.gov/roadway/FDM/>
4. Florida Department of Transportation Specifications Package Preparation Procedure
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
5. Florida Department of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>

6. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)
<http://www.fdot.gov/roadway/FDM/>
7. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications_
<http://www.fdot.gov/programmanagement/default.shtm>
8. Florida Department of Transportation Drainage Manual_
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
9. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
10. Safe Mobility For Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
11. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
12. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015_
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
13. Florida Department of Transportation Florida Sampling and Testing Methods_
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
14. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
15. Florida Department of Transportation Utility Accommodation Manual_
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0
16. Florida Statutes_
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

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 **Town** policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

C. Geotechnical Services:

1. General Conditions:

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with **Town** guidelines, procedures and specifications.

All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Project.

D. Environmental Permits:

1. Required Permits

Specific permitting requirements are specified in the Attachment “Design Criteria Package”.

2. Storm Water and Surface Water:

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

3. Permits:

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. 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. As the permittee, the **Design-Build Firm** is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. Copies of all applications, modifications, and permits shall be provided to the **Town**. 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.

The Design-Build Firm will be required to pay all permit and public notice fees. Any fines levied by permitting agencies shall 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, pursuant to 8-7.3, being made directly to the **Town** Public Works Director, the **Town** reserves unto the **Town** Public Works Director, in their sole and absolute discretion, according to the parameters set forth below, the authority to make 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 **Town** Public Works Director 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 **Town** Public Works Director under this provision.

E. Railroad Utility Crossing Coordination and Permitting:

The **Design-Build Firm** will conduct the required contract negotiations and plans review coordination and permitting for the necessary utility crossings within the CSX rights-of-way. All required Railroad Reimbursement Agreements will be between CSX Transportation, Inc. and **Design-Build Firm**. Copies of the approved Agreements will be made available to the **Town**. The Design-Build Firm must comply with the terms of these agreements. The **Design-Build Firm** must make the necessary arrangements for protective services with CSX Transportation, Inc. prior to encroachments into the railroad rights-of-way

for the purpose of installing the utilities.

The **Design-Build Firm** shall submit schedule and schedule changes to CSX Transportation, Inc. with copies to the **Town**, for the protective services within the railroad rights-of-way. CSX Transportation, Inc.

F. Manual Railroad Spur Switch Coordination

The work to construct two (2) manual rail spur switches on the CSX Transportation, Inc. and the Norfolk Southern Railway rail lines will be contained within each railroad's Right-Of-Way. The Design Build firm is responsible for the coordination and any required contract negotiations with each Railroad for the manual rail spur switch track design and construction. The Design-Build Firm is responsible for ensuring the Town is apprised of the progress with each railroad's design and construction advancement and schedule.

G. Survey:

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the **Town** Public Works Director in a **Town** approved digital format, readily available for input and use in CADD Design files.

The Design-Build Firm shall provide final easements and/or right-of-way survey and mapping services unless the Town determines it is not needed for the Project. The scope of work shall include performing appropriate easement/right-of-way survey for the proposed Project, including pipeline alignment, as well as all Right-of-Way interests.

The Design-Build Firm shall provide final easements and/or right-of-way maps unless the Town determines they are not needed. These easements/maps and any associated sketches, legal descriptions and all associated necessary documentation, field data collection and any other supporting documentation shall be included as part of the Construction Set of plans submitted by the Design Build Firm.

H. Verification of Existing Conditions:

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

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

I. Submittals:

1. Component Submittals:

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire

contract plan set; however, sufficient information from other components must be provided to allow for a complete review by the **Town**. The **Town** will provide any review comments to the Design-Build Firm within a timely manner. These comments shall be included and/or addressed in the subsequent submittal to the satisfaction of the Town.

2. Phase Submittals:

The Design-Build Firm shall provide the documents for each phase submittal listed below to the **Town's** Project Manager. The particular phase shall be clearly indicated on the documents. The **Town's** Project Manager will send the documents to the appropriate office for review and comment. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the **Town**, the Design-Build firm shall continue to the next phase submittal. The Design-Build Firm shall provide the Town with copies of all permit applications, reviews, and submittals shall be provided to the Town.

90% Phase Submittal

1 hard copy of 24" X 36" plans (all required components)

1 signed and sealed geotechnical report

1 copy of Settlement and Vibration Monitoring Plan (SVMP)

1 copy of design documentation

1 copy of Technical Special Provisions

All of the information above may be submitted electronically in .pdf format, except the full-size plan set. All QC plans and documentation for each component submittal shall be electronic in .pdf format

The Town will review the 90% plans in a timely fashion and provide comments or feedback to the Design-Build Firm for resolution. Once all of the comments on the 90% phase have been address to the Town's satisfaction, the Design-Build Firm may proceed to the Final Submittal. If the Town requires more than 2 resubmittals to resolve any comments, a submittal workshop between the Town and the Design-Build Firm must be held to resolve any outstanding issues or comments prior to proceeding to the Final Submittal.

Final Submittal/100% Phase

1 hard copy of 24" X 36" plans (all required components)

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

1 set of signed and sealed design documentation

1 copy of signed and sealed design documentation

1 copy of Settlement and Vibration Monitoring Plan (SVMP)

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

1 electronic copy of Technical Special Provisions in .pdf format

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

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

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes made as a part of the Final/100% submittal, that were not reviewed or provided in response to

the 90% submittal comments, may require an additional review phase prior to the Design-Build Firm stamping the plans or specifications “Released for Construction.” The Design-Build Firm shall provide a signed certification that all comments have been resolved to the Town’s satisfaction as a requirement before obtaining “Released for Construction” plans.

3. Requirements to Begin Construction:

The Town’s indication that there are no additional comments to the Final/100% signed and sealed plans and specifications, authorizes the Design-Build Firm to issue “Released for Construction” and to proceed with construction based on the contract, plans, specifications, and approved permits. The Town’s review of submittals and subsequent Released for Construction is to assure that the Design-Build Firm’s EOR has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the contract documents. The Town’s review is not meant to be a complete and detailed review. No failure by the Town in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for the Design-Build Firm’s entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Town and all revisions are subject to the Town’s approval.

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the **Town** stamping the plans and specifications Released for Construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 11” X 17” sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the **Town** stamping the plans and specifications Released for Construction does not reduce or eliminate the Phase Submittal requirements.

4. As-Built Set:

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

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

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

The Town shall accept the As-Built Plans and related documents when in compliance with Design Build, As-Built Drawings and Certified Surveys, and the As-Built Requirements.

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

- 1 set of 24" X 36" signed and sealed As-Built plans, drawings and Certified Surveys
- 1 set of 11 "X 17" copy of the signed and sealed As-Built plans, drawings and Certified Surveys
- 1 set of final documentation (if different from final component submittal)
- 1 set of survey information, including electronic files and field books
- CADD Files
- Final Project submittal containing the information above shall be electronic in .pdf format

5. Railroad Utility Crossing Submittals:

Three (3) sets of the plan sheets listed below are required for review by the railroad. The copies of the submittals to the railroad shall be provided to the Town.

The **Design-Build Firm** shall furnish to the **Town**, upon Project completion, a complete copy of the Railroad utility crossing permit package, including, but not limited to:

- Key Sheet
- Typical Section(s)
- Plan & Profile Sheet(s)
- Rail-Utility crossing detail sheet
- Cross Section Sheets

J. Contract Duration:

In no event shall the contract duration exceed **340** calendar days for all work with the exception of the work associated with the coordination and construction of the manual rail spur switches, which will need to be completed within **390** calendar days. The schedule supporting the contract duration will be submitted with the Technical and Price Proposal and should identify if the work activity durations are based on calendar days or working days.

K. Project Schedule:

The Design-Build Firm shall submit a Project schedule, which supports the established contract duration submitted as part of the Proposal.

The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and **Town** observed Holidays) review time for the **Town** review of all submittals.

The following Special Events have been identified:

To Be Determined

The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Design Submittals

- Design Survey
- Design Reviews by the **Town**
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Facilities Design
- Facilities Construction
- Permit Submittals
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

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

M. Partner/Teaming Arrangement:

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

N. Meetings and Progress Reporting:

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

- **Town** Technical issue resolution
- Local government agency coordination
- Permit agency coordination
- Scoping Meetings

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

During construction, the Design-Build Firm shall meet with the **Town'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.

O. 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.

2. Construction:

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

The Town 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.

P. Schedule of Values:

The Design-Build Firm is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values. Requests for payment shall be in accordance with the DEO Grant Contract approved schedules. Final release of retainage will be made upon final acceptance by the **Town** of the Design-Build Project and approval by the Town Council and DEO. The Design-Build

Firm must submit the schedule of values to the **Town** for approval. No estimates requesting payment shall be submitted prior to **Town** approval of the schedule of values.

Upon receipt of the estimates requesting payment, the **Town'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.

Q. Computer Automation:

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. The Design-Build Firm will be required to furnish the Project's CADD files after the plans have been Released for Construction. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in MicroStation and/or AutoCAD design files format.

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

R. Construction Engineering and Inspection:

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

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

S. Testing:

The **Town** or its representative will perform verification and resolution testing services in accordance with the latest Specifications.

T. 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 **Town**, other regional and state agencies, or private entities.

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

U. Use of Town Owned Right-of-Way

Use of **Town** owned Right-of-Way by the Design-Build Firm for the purpose of equipment or material storage, lay-down facilities, pre-cast material fabrication sites, batch plants for the production of concrete or other construction related materials, etc. shall require advance approval by the **Town**. Use of **Town** owned Right-of-Way by the Design-Build Firm for these purposes is expressly limited to the Project(s) referenced in this RFP.

V. Issue Escalation:

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

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

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

Should an impasse develop, arbitration shall be used in place of the Dispute Review Board to assist in the resolutions of the disputes and claims arising out of work on the Contract.

V. Design and Construction Criteria.

A. General:

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

B. Design criteria:

Details of scope and permitting requirements are included in the attachment "Design Criteria Package".

C. Vibration and Settlement Monitoring:

The Design-Build Firm shall be responsible for the identification of and coordination with vibration sensitive sites impacted by the Work for the duration of the construction period if structures will be impacted only.

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal to the **Town** and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for

establishing maximum settlement and vibration thresholds equivalent to or lower than FDOT's Specification requirements for all construction activities, including vibratory compaction operations and excavations.

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

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

The **Town** or Town's representative will perform the review of Vibration and Settlement submittals in accordance with FDOT Specifications, as necessary for any non-FDOT structures.

D. Geotechnical Services:

Drilled Shaft Foundations for 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. 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 **Town** or Town's representative at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the **Town's** acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting thermal 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 **Town** or Town's representative.

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. Submitting Foundation Certification Packages in accordance with the specifications.
13. Providing safe access, and cooperating with the **Town** or Town's representative 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 **Town** or Town's representative in verification of the spread footing, both during construction and after submittal of the certification package.

Specialty Geotechnical Services Requirements

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

- Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- A field testing and instrumentation program to verify design assumptions and performance,
- A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet requirements,
- A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the Town's independent verification.
- After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for **Town** or Town's representative review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The Town may issue comments and require additional verification testing.

E. Utility Coordination:

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 the new installations
3. 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.
4. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying, preparing, reviewing and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
7. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the Town for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate "*Sunshine State One Call of Florida*" tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the Town Project Manager as requested.
12. Coordination with the Town on any issues that arise concerning reimbursement of utility work costs between the Town and the utility.

F. Specifications:

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

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package(s) shall be prepared, signed and sealed by the Design-Build Firms Engineer.

Upon the Town's indication that there are no additional comments to the Specifications Package, the Design-Build Firm is authorized to issue the Construction Specifications Package stamped "Released for Construction" and initialed and dated by the Engineer of Record.

G. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. 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.

Shop Drawings shall be submitted to the **Town** or Town's representative and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer as appropriate. All "Approved" and "Approved as Noted" Shop Drawings submitted to the **Town** or Town's representative for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). The **Town** or Town's representative shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The **Town** or Town's representative 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 **Town** or Town's representative review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the **Town** will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

H. Sequence of Construction:

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

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Temporary Traffic Control Plan (TTCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Maintain reasonable direct access to adjacent properties at all times.
4. Coordinate with adjacent construction Projects and maintaining agencies.

I. Stormwater Pollution Prevention Plans (SWPPP):

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the FDM and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. This SWPPP shall be submitted along with the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) at least 15 calendar days (excluding Holidays) prior to beginning construction activities.

J. Transportation Management Plan:

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

Additional information can be found in Part 1 / Chapter 240 of the FDM.

1. Traffic Control Restrictions:

Lane closures shall be done in accordance with any necessary FDOT permits. Closure of Town maintained roadways are allowed and will require 24-hour notification to the **Town** or Town's representative. A lane may only be closed during active work periods. Road closures will be reviewed on a case-by-case basis to determine the need to be reported to the local emergency agencies, the media and the **Town's** project manager, or deemed appropriate by the **Town** or Town's representative. 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 or if the lane closure causes a driver delay greater than 20 minutes.

Lane closures along any Town or County maintained roadways shall be in accordance with the road closure policy for Town of Callahan or Nassau County.

K. Environmental Services/Permits/Mitigation:

Details of scope and permitting requirements are included in the attachment "Design Criteria Package".

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, 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.

The **Town** shall be provided copies of all the permit application packages including all permit modifications, or subsequent permit applications.

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

The Design-Build Firm shall be responsible for an assessment of all potential gopher tortoise habitats that could be impacted by the Project. The **Town** or Town's representative shall verify the completeness and accuracy of the assessment. The habitat will be systematically surveyed according to the current guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). If gopher tortoise burrows are found, all practicable measures will be employed to avoid impacts. The Design-Build Firm shall be responsible for preparing required documentation to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. A copy of the permit and any subsequent reports to FWC must be provided to the **Town**.

The Design-Build Firm will be required to pay all permit fees including any and all fees associated with the relocation of gopher tortoises. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

VI. Technical Proposal Requirements:

A. General:

Each Design-Build Firm being considered for this Project is required to submit a Technical Proposal. The Proposal shall include sufficient information to enable the **Town** to evaluate the capability of the Design-Build Firm to provide the desired services for the Project.

B. Submittal Requirements:

The Technical Proposal shall be bound with tabs labeled for each Section and comply with the information, paper size and page limitation requirements as listed below:

Three (3) hard copies, including one (1) original hard copy of the “Written Technical Proposal” must be submitted along with a CD/DVD containing an electronic copy of the Technical Proposal in PDF format. The format shall 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.

The maximum number of pages for the Technical Proposal shall be **5 per design-build criteria section** typed pages. Paper size shall be 8½” x 11”, additional larger charts and graphs may be provided if folded neatly to 8½” x 11”.

Submit the hard copies and electronic copy of the Technical Proposal to:

If hand delivered:
Town of Callahan, Florida
542300 US Hwy 1
Callahan, FL, 32011

If delivered via USPS:
Town of Callahan, Florida
P.O. Box 5016
Callahan, FL, 32011

The minimum information to be included:

Section 1: Written Technical Proposal

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

Present a 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. Coordination with the **Town** on public involvement, railroad encroachments, affected utilities shall also be discussed in this section.

• **Staffing:**

- Contractor Name & Applicable Prequalification Work Classes

- Construction Project Manager
- Construction Superintendent
- Consulting Engineer Name
- Subconsultant Name(s)
- Design Project Manager
- Design Engineer of Record
- MOT Certified Designer
- Specification Package Technician

- **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.

Section 2: Proposed Schedule

- Identify if the Schedule is based on Calendar or Working Days
- The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date
Design Schedule
Design Reviews by the **Town**
Geotechnical Investigations
Permitting
Start of Construction
Construction Milestones
Construction Phasing and major MOT shifts
Final Completion Date for all Work

C. Evaluation Criteria/ Final Selection Process:

The **Town** shall open all Bids received at a public Bid opening on the date found in Section II of this document. The **Town's** Review Committee will review the Proposals of All Bidders, to determine if they are responsive or non-responsive based on the criteria described in this document.

All Responsive Bids will be reviewed by the Review Committee to determine best qualified bidder with the price proposal that demonstrates the requirements in section 1 and 2 above, has the best overall approach to the project, and meets the current needs of the Town, as determined by the Towns Selection Committee.

The Review Committee will recommend to the Callahan Town Council the Committee's Selection

D. Awarding of Project:

The Project shall be awarded to the best qualified, responsive Bidder by the Callahan Town Council.

VII. 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 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 that portion 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) original hard copy, three (3) hard copies, and one (1) digital copy of the Price Proposal shall be hand delivered in a separate sealed package to the following:

If hand delivered:
Town of Callahan, Florida
542300 US Hwy 1
Callahan, FL, 32011

If delivered via USPS:
Town of Callahan, Florida
P.O. Box 5016
Callahan, FL, 32011

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