5

**SUBJECT: Request for Qualifications - Design Build Services -Fire Station #'s 66,67 and 76**

**BID #: CDB-0164-22** **OPEN DATE: 11/16/22**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – FROM DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION**

**AGENCY:** PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Public Works received three (3) responses for the subject RFQ. Based on the review of the responses and average scores, recommend approval to conduct interviews with the top three (3) highest scoring firms listed in alphabetical order below:

3. Acon Construction – 78.50
1. Auld & White Contractors – 86.50
2. Steller Group – 81.50

Attachments: Recommendation Memo, Tabulation and Scoring Matrix and Specifications

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Robin G. Smith P.E. Chief, Engineering and Construction Management

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

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ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY ONE JACKSONVILLE

February 13, 2023

TO: Dustin L. Freeman
Chief of Procurement

THRU: Steven D. Long, Jr. P. E.,
Director

FROM: Robin Smith, P. E.,
Chief, Engineering and Construction Management

SUBJECT: CDB- 0164-22: CSPEC-Presentation- RFQ for Fire Station #s 66, 67 and 76

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Three submittals received from the City's Request for Qualifications (RFQ.) have been reviewed and ranked. Based on the average score, the following firms are listed alphabetically. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

3. ACON Construction
1. Auld & White Contractors
2. Stellar Group

In accordance with the RFQ requirements, oral interviews are to take place in front of the Evaluation Committee and under the observation of CSPEC. We anticipate needing twenty minutes for each presentation.

The evaluation committee for this proposal is as follows:
Keith Powers, Director of fire and Rescue / Fire Chief
Maria C. Williams. P.E., Project Manager

Accordingly, we request your approval to schedule the oral interviews for CDB-0164-22 for Fire Station #s: 66, 67 and 76.

Your assistance in concurring with this request would be appreciated. If you have any questions or concerns regarding this matter, please contact Robin Smith at 904-255-8763.

SDL/lw

cc: Keith Powers, Director of Fire and Rescue / Fire Chief
Maria C. Williams. P.E., Project Manager
Lori West, Engineering and Construction Management

## DESIGN BUILD SERVICES FIRE STATION #'S 66,67, AND 76

## CDB-0164-22

| Total Points | 30 Points | 20 Points | 10 Points | 5 Points | 10 Points | 5 Points | 10 Points | 5 Points | 5 Points | OVERALL | Ranking |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendors | Experience, Competence & Approach (similar projects) | Past Performance and Record of Professional Accomplishments | Availibility to Provide CMAR Services | Recent - current and projected workload | time & budget | Volume of Current and Prior Work Performed for Using Agencies | Financial Responsibility | Location | Quality Control Plan | Total Points (100 max) | |
| **Steller Group** | | | | | | | | | | | |
| Maria Williams | 29.00 | 16.00 | 10.00 | 4.00 | 7.00 | 3.00 | 8.00 | 5.00 | 5.00 | 87.00 | |
| Keith Powers | 29.00 | 15.00 | 10.00 | 2.00 | 6.00 | 0.00 | 4.00 | 5.00 | 5.00 | 76.00 | |
| Average | | | | | | | | | | 81.50 | 2 |
| **Acon Construction** | | | | | | | | | | | |
| Maria Williams | 29.00 | 15.00 | 7.00 | 4.00 | 7.00 | 1.00 | 6.00 | 5.00 | 5.00 | 79.00 | |
| Keith Powers | 29.00 | 15.00 | 10.00 | 1.00 | 9.00 | 0.00 | 5.00 | 5.00 | 4.00 | 78.00 | |
| Average | | | | | | | | | | 78.50 | 3 |
| **Auld & White Contractors** | | | | | | | | | | | |
| Maria Williams | 27.00 | 19.00 | 10.00 | 4.00 | 6.00 | 1.00 | 9.00 | 5.00 | 5.00 | 86.00 | |
| Keith Powers | 29.00 | 18.00 | 10.00 | 5.00 | 6.00 | 0.00 | 10.00 | 5.00 | 4.00 | 87.00 | |
| Average | | | | | | | | | | 86.50 | 1 |

| TITLE: Request for Qualifications - Design Build Services -Fire Station #'s 66,67 and 76<br>BID NO.: CDB-0164-22<br>OPEN DATE: 16 NOVEMEBER 2022 @ 2 P.M.<br>ANALYST: JACLYN STAMOS<br>No. Invited: (47 ) No. Received ( 3 ) No Bids: ( 0 )<br>Recorded By: MELISSA PEIRCE Announcer: Renatta Barnett | STELLAR GROUP, INC. | ACON CONSTRUCTION | AULD & WHITE CONSTRUCTORS, LLC |
|---|---|---|---|
| CONFLICT OF INTEREST FROM ALL COMPANIES IN THE GROUP: | Y | Y | Y |
| DESIGNED AND CONSTRUCTED A FIREHOUSE IN LAST 5 YEARS: | STARTED PROJECTS OF FIRE STATION #36 (pqh Group, Inc, 2020), 64 (GAI Consultants, 2020), AND 65 (GAI Consultants, 2020). NONE ARE COMPELTE | COMPLETED FIRE STATION #63 (VRL ARCHITECTS, 2020-2021), | FIRE STATION #47 (2022 NOT COMPLETE), 75 (2022 NOT COMPLETE), 10 (2021-2022 |
| REGISTARTED BUSINESS LICENSE IN THE STATE OF FLORIDA: | Y | Y | Y |
| EX FELON FORM (FORM A): | Y | Y | Y |
| TAX FORMS: | Y | Y | Y |
| BONDS: | Y | Y | Y |
| INSURANCE: | Y | Y | Y |
| PREQUALIFICATION - VERTICAL: | Y | Y | Y |
| JSEB PARTICIAPATION 20%: (THERE IS NO PRICE TO DETERMINE 20%) | TBD. ONE OF THE VENDORS THAT STATES JSEB IS NOT A JSEB COMPANY (ECS FLORIDA, LLC) | TBD.(ALL COMPANIES ARE CONFIRMED JSEB) | TBD.(ALL COMPANIES ARE CONFIRMED JSEB) |
| ADDENDUM( 2 ): | Y | Y | Y |

## Attachment B– Evaluation Criteria

**General:**
Upon approval of the ranking of DBF responses under each category, the City shall conduct oral interviews for the top ranked firms in accordance with Section 287.055, F.S.. The QES will again serve as the selection committee under the auspices of CSPEC. Separate criteria and schedules will be provided to the top ranked firms under consideration for the interviews.

At the conclusion of the ranking process, the City intends to select the top-ranked DBF as specified within this RFQ. The City intends to contract with the top-ranked DBF.

The City reserves its right to terminate the design build solicitation for any proposed project and transfer it for execution through the design-bid-build delivery method.

A DBF selected to receive a DCP for a specific project shall be required to retain all employees, consultants, sub-consultants, contractors, sub-contractors, and suppliers necessary for the proper execution of the project as it has been listed in the DBF SOQ submitted in response to this solicitation unless otherwise agreed between the parties and approved by the City.

### I. EXPERIENCE, COMPETENCE IN, AND APPROACH TO DESIGN AND CONSTRUCTION OF FIRE STATIONS OR SIMILAR DESIGN-BUILD PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL) (30 Point Value)

Provide concise information pertaining to professional qualifications, experience, and competence of the Design Build Team or individual firms of the Design Build Team as follows:

1. Identify the lead organization and primary members of the Design Build Team. Name the DBF with whom the City will be contracting and identify if this will be a partnership, corporation, joint venture, etc.
2. Provide an organizational chart of the DBF team describing the role and responsibilities of each team member. The organizational chart can be on 11"x17" paper. Identify all team members that are pre-qualified by the City as a Jacksonville Small Emerging Business.
3. Provide proof of insurance and bonding capacity adequate to complete projects. (Appendix item)
4. Provide proof of licensing including occupational license tax for all business entities and individual professional members of the DBF team. (Appendix item)
5. The DBF team must include at a minimum the following Key Individuals in order for the SOQ to be deemed technically responsive. Identify the Key Individuals and the business entities (firms) by which those individuals are employed. Provide a clear definition of the role and responsibility of each Key Individual relative to the member firm.
   a. Project Principal - The Project Principal (Director) shall be the primary person in charge of and responsible for delivery of the Project in accordance with the Design Build Contract requirements. The Project Principal must have full authority to make the final decisions on behalf of the DBF and have responsibility for communicating these decisions to the City of Jacksonville, Florida. The Project Principal must have at least ten (10) years of requisite experience and provide at least five representative projects.
   b. Lead Design Professional - The Lead Design Professional shall be in charge of and responsible for all aspects of the design of the Project and shall be a Florida Registered Engineer or Architect or Landscape Architect. The Lead Design Professional shall have a minimum of ten (10) years of post-registration experience in design of fire stations or similar public or private facility projects, including five (5) years of supervisory experience. The Lead Design Professional shall have coordination and project management responsibilities over the Project Design Team.
   c. Specialty Design Engineer, Architect, and Landscape Architect - The Specialty Design Engineers such as Civil, Traffic, Drainage, Structural, Electrical, as well as any other necessary design professional shall comprise the Project Design Team and be responsible for preparation of construction drawings, calculations and specifications in their respective specialty. Each Specialty Engineer and other design

professional shall be licensed in the State of Florida with at least five (5) years of post-registration design experience. Each design professional shall provide at least five representative projects.

d. Construction Manager - The Construction Manager shall report directly to the Project Principal and shall be responsible for the overall coordination of projects at each fire station location including participation in the design and primary on-site responsibility for construction. The Construction Manager shall have at least five years' experience in this role and provide at least five representative projects while serving as a Construction Manager or Site Superintendent.
e. Design Quality Control Manager - The Design Quality Control Manager shall be responsible for assuring that the design of each project is in compliance with the requirements of the Design Build Contract. The Design Quality Control Manager shall be a Professional Engineer, Registered Architect, or Registered Landscape Architect licensed in the State of Florida and shall report directly to the Project Principal. The Design Quality Control Manager shall have at least 10 years of post-registration experience in design and construction. The Design Quality Control Manager will provide at least three (3) examples of requisite experience in this role.
f. Construction Quality Control Manager - The Construction Quality Control Manager shall be responsible for assuring that all workmanship and materials are in compliance with the Design Build Contract Requirements. The Construction Quality Control Manager shall have at least ten (10) years of experience in building construction, utility construction, or other representative experience related to the project type offering. The Construction Quality Control Manager will provide at least three (3) examples or requisite experience in this role.
g. All members and personnel of the Design Build Project Team shall hold licenses required for performing work on a specific project under the State of Florida or the City of Jacksonville law and ordinances including occupational tax licenses.
h. Each construction superintendent shall have at least 10 years of experience in supervising fire stations or similar construction projects.

6. Provide information demonstrating that the DBF personnel possess the required minimum qualifications specified in Item Design Build Firm's design team shall have the necessary equipment and personnel to provide the design plans and specifications in a timely manner.
7. Provide one-page resumes of the Key Individuals and other personnel that the Design Builder considers critical to the successful completion of the Project including all team members discussed above in the appendix.
8. Modification to the Design Build Firm's Team or Key Individuals and other personnel listed above is discouraged. The City will not approve requests for modification without justification. Examples of justification include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or death of a team member. Replacement team members must be submitted to the City for approval demonstrating equivalent experience to the individual being replaced.
9. For the Project Principal, Lead Design Engineer, and Construction Manager compose a list of projects that they managed in the past. Each list shall consist of a brief description of the each fire station project managed by each of them, name of the owner the work was performed for, the owner's representative's telephone number, total construction cost, duration of construction, and any unusual features.

1. **II. PAST PERFORMANCE AND RECORD OF PROFESSIONAL ACCOMPLISHMENTS (20 Point Value).**

Provide concise information describing:

1. For the DBF including the Design Build team, provide information demonstrating the firm's qualifications for performing work included in this RFQ. The information shall consist of a list of the Designer-Builder's project experience working together on municipal projects of similar type, size and complexity over the last five (5) years. Provide a separate list of design and construction projects performed by members of the DBF team for the City. (This information may be included in the appendices and will not be counted against the 25-page limit.)

2. For each project listed, provide:
a. A brief description of the project,
b. Name of owner for whom the work was performed,
c. Name, title, and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects.
(This information may be included in the appendices and will not be counted against the 25-page limit.)

3. Provide brief answers and explanations to the following questions:
a. Has any member of the DBF team defaulted and/or been terminated on any project within the last (5) years?
b. In the past five (5) years, has any member of the DBF team been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such action pending against them?
c. How many contract claims were submitted in the past five (5) years by members of the DBF team and how were they resolved?
d. Does any member of the DBF team have active projects that are behind schedule? If so, why are the projects behind schedule?
e. Has any member of the DBF team been assessed erosion and sediment control violations and/or fines within the last five (5) years?
f. Within the last five (5) years, how many projects were constructed by the Design Builder's team that were completed three (3) or more months before the target completion date of these projects? Provide details.

4. Provide the current National Council on Compensation Insurance (NCCI) Experience Modification Rate (EMR) for each DBF team member and all major sub-contractors. Note that the minimum acceptable EMR rating cannot exceed 1.0. If the EMR rating submitted is more than 1.0, the respondent will be regarded as nonresponsive.

5. Provide DBF safety goals for the Project.

## III. AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT, AND FACILITIES (10 Point Value).

Provide concise information pertaining to the DBF team's ability to provide adequate personnel, equipment, and facilities in order to provide required design, construction, and quality control services for the Project:
1. Provide the Team Organizational Chart listing available personnel, equipment, and facilities in the design, construction, and quality control activities.
2. Demonstrate the team's ability to commit necessary resources to successfully complete the Project.
3. Demonstrate project team's leadership capability and relevant management experience for the design, construction, and quality control requirements of the Project.
4. Demonstrate that the Design Build Team has at least two (2) Superintendent's currently on staff that have constructed at least one (1) Fire Station in the state of Florida in the last three (3) years.

## IV. RECENT, CURRENT AND PROJECTED WORKLOAD (5 Point Value)

Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.

## V. OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECTS (10 Point Value).

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that a proposer include statements and references demonstrating that the proposer met both time and budget requirements on projects of similar size and scope that were completed by the proposer

within the past three years and that the proposer is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the proposer ("Reference Projects"). As part of its response to this evaluation criterion, the proposer:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

During contract negotiations, successful proposers will be required to provide a Schedule of Proposed Rates on the forms provided as "Form 6". Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except **- at the sole discretion of the City -** such rates may be adjusted when an amendment to the original agreement is being negotiated; provided any increases in rates shall not exceed actual increases In the appropriate index (CPI or PPI) for the service being provided since the date of the Original Agreement (Contract). Any allowable rate adjustments for sub-consultants shall also follow this procedure.

Schedule A is provided in the RFQ for information only. **Do not return this form with your proposal.**

Proposed overhead rate is limited to 175% of direct labor. Proposed overhead rates in excess of 175% shall conform to Federal Acquisition Regulations as established by a governmental audit certified to by a Certified Public Accountant. However, under no circumstances shall the overhead rate exceed 200%. Profit rate shall only be applied to direct labor plus overhead. No mark-up or profit shall be paid on non-labor related costs, reimbursable or on services provided by sub-consultants or others.

## VI. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR. (5 Point Value)

Provide a list of on Attachment A-1 of all local government projects on which Contractor has been awarded fees during the past five (5) years. Include those projects on which the firm was awarded as a prime contractor. Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the Procurement] Department"; and with any of Buyer's Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state.

## VII. FINANCIAL RESPONSIBILITY (10 Point Value)

Provide concise information pertaining to the DBF team's financial responsibility:

A. Indicate the DBF form of business, e.g., corporation, partnership, joint venture, or sole proprietor. Provide information about years in business, change in ownership, bank references, and any other information the DBF may wish to submit to allow the City to verify financial responsibility of each member of the DBF team.
B. Provide the latest DBF Dunn & Bradstreet rating, and financial statement including current balance sheet, and a bank letter indicating the status of all accounts for each principle entity in the DBF team.
C. For a joint venture, provide pertinent complete financial information for each joint venture partner.
D. Disclose any unpaid judgments in excess of $100,000.
E. Disclose any disputed or un-adjudicated claims in excess of $500,000.
F. If the DBF or a Partner in the Joint Venture requires any financial information to be held in confidence, such information shall be submitted in sealed envelopes.
G. Provide evidence that the DBF current bonding capacity is at least $10,000,000. This evidence shall be in the form of a commitment letter from a licensed bonding company (surety).
H. The DBF (and joint venture partners) shall provide a comparison of the anticipated gross monthly

billings for the next twelve months for uncompleted work presently under contract, with monthly gross billings for design and construction over the past 24 months.

## VIII. LOCATION (5 Point Value).

Document the location of Contractor's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Contractor's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Contractor's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, Contractors are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

## IX. QUALITY CONTROL PLAN (DESIGN & CONSTRUCTION) (5 Point Value)

The Quality Control Program is a critical component of the design and construction of the Project. It represents assurances to the City that the DBF is executing in accordance with the contract documents. The City will provide the quality assurance and independent testing, but the established Quality Control Program is the backbone for which the City will gauge compliance. The City shall negotiate the provisions of the acceptable Quality Control Program and finalize it prior to contract award.

Describe how the DBF proposes to incorporate the City's quality assurance requirements into his/her Quality Control Program.

The City's quality assurance requirements consist of the following elements: (a) Design Reviews by the Public Works Department, using agency, and/or design consultants hired by the City at the 30%, 60%, 90%, and 100% design completion stages or as determined by the City's PM; (b) Permits and Inspections required by local, state, and Federal regulatory agencies; (c) Reviews and Approvals by Utility Companies; (d) Submittal Reviews by the Department of Public Works or designated consultant; (e) Regular Construction Inspections performed by the Department of Public Works or designated consultant; and (f) Construction Material Testing conducted by the City's Testing Consultant.

## X. ORAL INTERVIEWS

The Oral Interviews will have an additional value of thirty (30) points which will be added to the DBF Score from the evaluation of the SOQ. The three top-ranked DBFs from the SOQ Evaluation Process will be provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the SOQ Evaluation and the Evaluation of the Oral Interviews.

## XI. SOQ POINT VALUE FOR EACH EVALUATION CRITERION

The maximum number of points as shown below may be awarded by the QES of the CSPEC to the DBF based on verifiable information provided in the SOQ for each evaluation category listed and described herein.

Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Statement of Qualification as non-responsive.

The responses to each of the criterion will be evaluated relative to other responses received and awarded a score as listed in the table below.

| Item in Attach B | Item's Title | Maximum Number of Points |
|---|---|---|
| I | Experience, competence in and approach to the design and construction of fire stations or similar design-build projects | 30 |
| II | Past professional accomplishments and performance | 20 |
| III | Availability of adequate personnel, equipment, and facilities | 10 |
| IV | Current Workload | 5 |
| V | Overall willingness to meet time and budget requirements for the projects | 10 |
| VI | The volume of current and prior work performed for using agencies shall be considered a minus factor | 5 |
| VII | Financial responsibility | 10 |
| VIII | Location | 5 |
| IX | Quality control plan (design & construction) | 5 |
| X | Interviews | 30 |
| | Maximum Score | 130 |
| | | |

## Section 4
## Description of Services and Deliverables

### 4.1 Project Scope

The scope of work required of the selected Design-Build Firm for this project shall include, but it shall not be limited to, the following design, permitting, and construction elements in accordance with the requirements specified in the Design Criteria Package prepared by City.

**A. DESIGN**

Design elements of the project (drawings, engineering calculations, reports and specifications) shall cover the following:

- Providing Preliminary (60%) and Final (100%) Design Drawings and Specifications
- Providing Final Construction Contract Documents
- Obtaining all permits and approvals from government agencies and utility companies
- Providing Quality Control for the Design Phase

A DBF selected by the City for negotiating the GMP and the GCD shall provide to the City Project Manager the complete Preliminary (60%) Design at least one week before the date established for commencing the GMP & GCD negotiations.
Design Documents prepared by the DBF shall meet all technical and formal requirements of all pertinent building codes and construction standards as prescribed by the State of Florida and the City of Jacksonville laws and ordinances. All design documents shall be prepared, signed, and sealed by licensed design professionals authorized to practice architecture, landscape architecture, and engineering in the State of Florida. Minimum 2012 AutoCAD Version shall be used in the preparation of the design drawings (AutoCAD plans to be provided to the City).

The City will make available to the selected Design Builder design drawings and specifications in the electronic format for the latest 2 fire stations building designed and for applicable site elements such as storage room/building, trash enclosure…etc.

In the Design Criteria Package, the City may also provide the Design Build Firm selected for preparing the TP and negotiating the GMP & GCD with the following design documents for a specific project:

- Topographical and Tree Survey Map including existing utilities
- Environmental Site Assessment Reports
- Geotechnical Exploration Reports
- Utility Availability Letters from JEA

**B. PERMITTING**

DBF shall secure and obtain all required permits and approvals from the State of Florida and the City of Jacksonville regulatory agencies as required by law. In addition, the DBF will be required to secure approval or statement of concurrence from applicable utility companies such as JEA, TECO Peoples Gas and/or Sawyer Gas, AT&T Telephone (BellSouth), Comcast, MCI Telecommunications, etc.

Permits and/or approvals from the following agencies must be secured depending on the specific category & location of each individual facility-work type improvement project:

- City of Jacksonville – Building Inspection Division
- City of Jacksonville – Development Management Group
- City of Jacksonville – Public Works Department

- St Johns River Water Management District
- Florida Department of Environmental Protection
- US Army Corps of Engineers
- Florida Department of Transportation
- JEA, TECO Peoples Gas, Sawyer Gas, Comcast, MCI telecommunications, AT&T Telephone, etc.
- Other Regulatory Agencies as it may be applicable to specific projects

**C. CONSTRUCTION**

The DBF shall be responsible for fully providing the following elements of each facility-work type improvement project as it may be required in the DCP for a specific project:

- Demolition of existing aboveground and/or subsurface site elements, buildings, utilities, and trees as specified in construction contract documents and a removal and lawful disposal of site/construction debris.
- Furnishing all materials, equipment, labor, and incidentals, and to execute all operations necessary for the full completion of buildings and other pertinent work including: roof repair and replacement, facility renovation, library design and construction, community center design and construction and any other facility-type as specified in the associated DCP; providing all utilities and utility connections; and all other project elements as stipulated in the approved project design drawings and specifications.
- Providing maintenance of traffic.
- Providing erosion and sediment control work.
- Providing environmental coordination.
- Providing construction project management.
- Providing Quality Control for construction.
- Obtaining the Certificate of Occupancy issued by the Building Inspection Division.
- Providing as-built drawings and certifications and obtaining acceptance of Using Agencies.
- Providing all warranty services.

The DBF shall provide all construction work, materials, products, equipment, and methods that fully comply with all appropriate building codes and construction standards as prescribed by laws and ordinances of the State of Florida and City of Jacksonville as they may relate to a specific scope of the category of facility-work type improvement project.

## D. Design-Build Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the **City**, any and all information required to modify permits acquired by the **City**, maintenance of traffic, erosion control, 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 4.7) 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 may propose changes which differ from the plans. Proposed changes must be approved by the JFRD and coordinated through the City. 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 City. The Design-Build Firm shall provide the required documentation for review and processing. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

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

## E. City Responsibility

The City of Jacksonville will provide a detailed description, location, classification, scope, availability of funds, and other requirements for each project with the Design Criteria Package.

The **City** 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 **city** will provide job specific information and/or functions as outlined in this document. The cost of project administration performed by employees or consultants of the City including, but not limited to, planning, programming, design and construction project management, construction engineering inspection, preparation of the Design Criteria Package, and other administrative tasks ordinarily conducted by the City shall be excluded from the maximum cost for design and construction.

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

The **city** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **city**, 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.

## 4.2 Schedule of Events

See Section 1.17 of this RFQ.

## 4.3 Project Requirements

**A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the **city**, **department**, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the **City** 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 Design Standards Modifications. 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 Design Standard Modifications that is in

effect at the time the Bid Price Proposals are due in the **city** 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. City of Jacksonville Design Standards
http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-details-(dwg---pdf-formats).aspx

2. City of Jacksonville Standard Specifications
http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-specifications.aspx

3. City of Jacksonville Land Development Procedures Manual
http://www.coj.net/departments/planning-and-development/development-services-division/land-development-procedures-manual.aspx

4. JEA Water and Sewer Standards
https://www.jea.com/Working_With_JEA/Engineering_and_Construction/Reference_Materials/Water_and_Sewer_Standards.aspx

5. Florida Department of Transportation Design Standards
http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

6. 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/programmanagement/specs.shtm

7. Florida Department of Transportation Drainage Manual
http://www.dot.state.fl.us/rddesign/Drainage/ManualsandHandbooks.shtm

8. Florida Department of Transportation Soils and Foundations Handbook
http://www.dot.state.fl.us/structures/Manuals/SFH.pdf

9. Instructions for Design Standards
http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf

10. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110

11. MUTCD - 2009
http://mutcd.fhwa.dot.gov/

12. Safe Mobility For Life Program Policy Statement
http://www.dot.state.fl.us/proceduraldocuments/procedures.shtm

13. Traffic Engineering and Operations Safe Mobility for Life Program
http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm

14. Florida Department of Transportation American with Disabilities Act (ADA) Requirements For Access To Department Facilities Procedure
http://www.dot.state.fl.us/proceduraldocuments/procedures.shtm

15. Florida Department of Transportation Florida Sampling and Testing Methods
http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm

16. 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

17. Florida Department of Transportation Design Bulletins and Update Memos

http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm

18. Florida Department of Transportation Utility Accommodation Manual
http://www.dot.state.fl.us/programmanagement/utilities/UAM.shtm

19. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR

20. Florida Department of Transportation Flexible Pavement Design Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

21. Florida Department of Transportation Rigid Pavement Design Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

22. Florida Department of Transportation Pavement Type Selection Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

23. Florida Department of Transportation Right of Way Manual
http://www.dot.state.fl.us/rightofway/Documents.shtm

24. Florida Department of Transportation Traffic Engineering Manual
http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm

25. 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

26. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116

27. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17

28. 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

29. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm

30. Florida Department of Transportation Driveway Information Guide
http://www.dot.state.fl.us/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf

31. AASHTO Highway Safety Manual
http://www.highwaysafetymanual.org/Pages/default.aspx

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

**C. Geotechnical Services:**

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 **City** 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. City Commitments:**

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

**E. Environmental Permits:**

1. **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.).

2. **Permits:**

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. 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, including but not limited to Environmental Resource Permitting (SJRWMD) and Construction Permitting (FDOT Connection Permit and Drainage Permit). As the permittee, the **City** is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. 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 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 being made directly to the **City** Engineer, the **City** reserves unto the **City** Engineer, 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 **City** Engineer 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 **City** Engineer under this provision.

**F. Survey:**

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the Project including a comprehensive survey of all protected trees within the construction limits. 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 **city** surveyor in a **city** approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the **department**'s Surveying Procedure, Topic Nos. 550-030-101; Right-of-Way Mapping Procedure, Topic No. 550-030-015; Aerial Surveying Standards for Transportation Projects Procedure, Topic No. 550-020-002. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

In the Design Criteria Package, the city may provide the site survey to the Design Build Firm selected for preparing the GMP & GCD (Section 4.1.A).

**G. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing city 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:**

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. Prior to providing the city with any submittals, the Design-Build Firm is required to perform a quality check of the submittal. If the submittal is incomplete or contains substantial errors, then the city will reject the submittal.

The Design-Build Firm shall provide copies of required review documents such as those listed below.

**60% Component Plans**

5 sets of 11" X 17" plans
5 sets of 11" X 17" each component set
5 copies of Preliminary Geotechnical Report
5 sets of documentation - structures
5 copies of Technical Special Provisions

**90% Component Plans**

5 sets of 11" X 17" plans
5 sets of 11" X 17" each component set
5 copies of Final Geotechnical Report
5 sets of documentation - structures
5 copies of Technical Special Provisions

**Final Component Plans**

5 sets of 11" X 17" plans
5 sets of 11" X 17" each component set
5 sets of final documentation
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 city to sign "Released for construction".

Final signed and sealed plans will be delivered to the city project manager a minimum of fifteen (15) calendar days (excluding Holidays) prior to construction of that component. The city project manager will send a copy of the final signed and sealed plans to the appropriate office for review and comment. Once all

comments have been satisfactorily resolved as determined by the city, the city Project Manager will initial, date, and sign each submittal as "Released for Construction". Only signed and sealed plans which are signed "Released for Construction" by the city project manager are valid and all work that the Design-Build Firm performs in advance of the city 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 City's Project Manager providing signed "Release for Construction" plans. The Design-Build Firm shall notify the city five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the city's release of Plans will be at the Design-Build Firm's risk.

**As-Built Set:**

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

The 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 city in the form of revisions. The record set shall be submitted prior to Project completion for city review and acceptance as a condition precedent to the city issuance of Final Acceptance.

The city 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 Design-Build Firm shall furnish to the city, upon project completion, the following:

1 set of 11" X 17" signed and sealed plans
4 sets of 11" X 17" copies of the signed and sealed plans
5 sets of final documentation (if different from final component submittal)
2 Final Project CD's with Electronic As-built plans in CADD and PDF formats

**I. Contract Term:**

The design-build contract term shall be as set forth in Section 2.7 of this RFQ.

**J. 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 should allow for up to fifteen (15) calendar days (excluding weekends and city observed Holidays) review time for city review of all submittals.

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 city
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Environmental Permit Acquisition
- Permit Submittals

- Holidays (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 Technical Proposal by the Design-Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the City 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 city personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Technical issue resolution
- Permit agency coordination
- Scoping meetings
- Utility meetings
- Design kickoff meeting
- Comment resolution meetings
- Pre-construction meeting

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

During construction, the Design-Build Firm shall meet with the City Construction Project Manager on a weekly basis and provide a one-week look ahead of the 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:**

The Design-Build Firm may be required to attend and participate in Public Meetings at a time, date, and location to be determined by the city.

**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 the 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 which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The Construction QC Plan will describe the sampling, testing, and reporting of all materials tests that are anticipated to be needed during the construction phase of the Project. The Design-Build Firm will ensure that the requirements of the city and department technical standards are met. As the **City** will be performing QA Reviews and Materials Testing as part of their CEI Process, the Design-Build Firm will provide a schedule of all anticipated testing for at least fifteen (15) days prior to any test.

The **City** 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 city requirements and the Construction QC Plan.

**O. Schedule of Values:**

The Design-Build Firm will be responsible for invoicing the **City** 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 city of the Design-Build Project. Tracking DBE participation will be required under normal procedures. The Design-Build Firm must submit the schedule of values to the city for approval. No invoices shall be submitted prior to city approval of the schedule of values.

Upon receipt of the invoice, the City 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.

**P. Construction Engineering and Inspection:**

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

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

**Q. Testing:**

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

**R. 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 city, or other regional and state agencies.

**S. Use of City Owned Right of Way and Easements:**

Use of **City** 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 asphalt, concrete or

other construction related materials, etc. shall require advance approval by the **City**. Use of **City** owned Right of Way by the Design-Build Firm for these purposes is expressly limited to the Projects contemplated as part of this RFQ.

**T. Design Issue Escalation:**

All issues are to be directed to the City Project Manager. If the issue cannot be resolved at this level the City Project Manager shall forward the issue to the next level in the process. The escalation process begins with the City Project Manager, followed by the City Paving and Drainage Design Section Manager, and, if necessary to the City Engineer. Each level shall have a maximum of seven (7) calendar days (excluding weekends and City observed holidays), to answer, resolve or address the issue. The seven (7) calendar days (excluding weekends and City observed holidays) period is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The City Project Manager will respond in a timely manner but not to exceed seven (7) calendar days (excluding weekends and City observed holidays). The Design-Build Firm shall provide any available supporting documentation. The Design-Build Firm shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.
The City Engineer will have the final authority on design decisions.

**U. 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/RFQ, then the Design-Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the City Project Manager will be responsible for review and response within ten (10) calendar days (excluding weekends and City observed holidays). The City Project Manager will either concur with the proposed solution or, if the City Project Manager 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/RFQ then the EOR will develop the proposed solution, and send it to the City Project Manager for review and response. The City Project Manager will respond to the proposed solution within ten (10) calendar days (excluding weekends and City observed holidays). The City Project Manager will either concur with the proposed solution or the issue will be escalated as described in the process below. Changes to the original intent of the technical proposal/RFQ will require a contract change order.
- All issues are to be directed to the City Project Manager. If the issue cannot be resolved at this level the City Project Manager shall forward the issue to the next level in the process. The escalation process begins with the City Project Manager, followed by the City Construction Management Section Manager, and, if necessary, is escalated to the City Engineer. Each level shall have a maximum of seven (7) calendar days (excluding weekends and City observed holidays) to answer, resolve or address the issue. The seven (7) calendar days (excluding weekends and City observed holidays) period is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The City Project Manager will respond in a timely manner but not to exceed seven (7) calendar days (excluding weekends and City observed holidays). The Design-Build Firm shall provide any available supporting documentation.