SUBJECT: PIGGYBACK FDOT CONTRACT AGREEMENT #E2U46 FOR COLE ROAD IMPROVEMENTS

BID #: PSC-0114-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH CONTRACT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback FDOT contract agreement #E2U46 with Archer Western Contractors, LLC, for Cole Road Improvements. Archer Western Contractors, LLC is currently under contract with FDOT (contract #E2U46) for the replacement of the Cole Road Bridge. The City seeks to fund enhancements to this project, to include widening of the proposed FDOT Cole Road Bridge of I-95 and promote connectively that currently does not exist. Total guaranteed maximum price not-to-exceed $2,274,886.50.

This award will be funded by account(s): JECP32TTID-06505-JEE166-01 executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo, Pricing, FDOT Contract

BUYER: Marilyn Laidler **RESPECTFULLY SUBMITTED** Greg Pease
MARILYN LAIDLER
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Director of Operations, Public Works Department**

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

February 19, 2019

TO: Gregory W. Pease
Chief of Procurement

THRU: John P. Pappas, P.E.
Director

FROM: William J. Joyce, P. E.
Director of Operations

SUBJECT: REQUEST TO UTILIZE Florida Department of Transportation (FDOT) agreement for Cole Road Improvements with Archer Western Contractors, LLC.
FIN # 21332315201 & 21332315601 Contract # E2U46
Account: JECP32TTID-06505-JEE166-01

Please be advised that the Department of Public Works has reviewed the cost proposal from Archer Western Contractors, LLC (Archer Wester) for enhancements to the planned Cole Road Bridge. Archer Western is currently under contract with the FDOT (Contract # E2U46) for the replacement of the Cole Road Bridge. The City seeks to fund enhancements to this FDOT project, including (a) the addition of a pedestrian access across the bridge and (b) the addition of "Welcome to Jacksonville" signage comparable to that on the Old St. Augustine Rd. bridge over I-95 near the City's southern boundary. The enhancements contemplated with this award include widening of the proposed FDOT Cole Road bridge over I-95 and promote connectively that currently does not exist. As part of a mobility plan for the JIA CRA, this is an important connection. If the enhancements described above are not completed as a part of the FDOT project, there will not be a practical, cost feasible way to provide the needed pedestrian connectively and signage. Discussions with FDOT have revealed that FDOT is unable to make the enhancements under its contract with Archer Western due to extensive administrative delays that would be required in order to make such an addition. Accordingly, in order for these project enhancements to be made, the City must enter into a contract with Archer Western allowing it to make payments directly to Archer Western for these enhancements to this existing project. FDOT has indicated agreement with such an approach. It is in the City's best interest to award this work to Archer Western Contractors, LLC.

Accordingly, this it to recommend award approval for Cole Road Bridge Improvements to Archer Western Contractors, LLC, 4343 Anchor Plaza Parkway, Suite 155, Tampa, FL 33634, for the Design Build GMP amount of $2,274,886.50.

WJJ/lw

Attachments: Exhibit A

Archer Western
Changes to Bridge 13 (Cole Road over Interstate 95)
I-95 at I-295 North Interchange
2/12/2019

					Total	***$ 2,274,886.50***	
	UofM	QTY	Unit Price	Total			
Design Fee	LS	1.000	$ 472,835.00	$ 472,835.00		*$ 472,835.00*	
Purchase Piles	LF	849.000	$ 66.00	$ 56,034.00			Additional piles required at each end bent and medi
Erect Pile Template	EL	1.000	$ 2,600.00	$ 2,600.00			
Build Crane Pad	EL	1.000	$ 2,800.00	$ 2,800.00			
Drive Piles (24") at End Bent 1	EA	2.000	$ 3,878.00	$ 7,756.00			
Drive Piles (24") at Pier 2	EA	5.000	$ 3,878.00	$ 19,390.00			
Drive Piles (24") at End Bent 3	EA	2.000	$ 3,878.00	$ 7,756.00		*$ 96,336.00*	
Purchase Concrete	CY	30.000	$ 116.77	$ 3,503.10			Additional footer in median
Purchase Rebar	TN	3,750.000	$ 0.36	$ 1,350.00			
Purchase Stone	TN	50.000	$ 22.00	$ 1,100.00			
Trench Box Rental	MO	1.000	$ 1,800.00	$ 1,800.00			
Dewatering	MO	1.000	$ 7,250.00	$ 7,250.00			
Structural Excavation	CY	31.829	$ 47.50	$ 1,511.86			
Haul Excavated Material - Mass	CY	31.829	$ 10.00	$ 318.29			
Place Stone/Fine Grade	TN	50.000	$ 141.00	$ 7,050.00			
Form/Strip Footings	SF	72.000	$ 22.00	$ 1,584.00			
Tie Rebar for Footing	TN	3,750.000	$ 0.75	$ 2,812.50			
Place/Finish Footings	CY	28.646	$ 39.00	$ 1,117.19		*$ 29,396.94*	
Purchase Concrete	CY	14.300	$ 116.77	$ 1,669.81			Additional column in median
Purchase Rebar	TN	1,787.500	$ 0.36	$ 643.50			
Form/Strip Columns	SF	168.500	$ 17.00	$ 2,864.50			
Tie Rebar for Column	TN	14.300	$ 0.75	$ 10.73			
Place/Finish Columns	CY	13.000	$ 55.00	$ 715.00		*$ 5,903.54*	
Purchase Concrete	CY	21.450	$ 116.77	$ 2,504.72			Additional cap width for median pier
Purchase Rebar	TN	2,681.250	$ 0.36	$ 965.25			
Form/Strip Caps	SF	315.000	$ 15.15	$ 4,772.25			
Tie Rebar for Caps	TN	2,681.250	$ 0.75	$ 2,010.94			
Place/Finish Caps	CY	20.000	$ 32.00	$ 640.00		*$ 10,893.15*	
Purchase Concrete	CY	13.750	$ 116.77	$ 1,605.59			Additional abutment width for end bents

Purchase Rebar	TN	1,718.750	$	0.36	$	618.75			
Form/Strip Abutment	SF	144.000	$	15.15	$	2,181.60			
Tie Rebar for Abutments	TN	1,718.750	$	0.75	$	1,289.06			
Place/Finish Abutment	CY	12.500	$	32.00	$	400.00	$	*6,095.00*	
Purchase Concrete	CY	1.100	$	116.77	$	128.45			Additional pedestals for added beam width
Purchase Rebar	TN	137.500	$	0.36	$	49.50			
Form/Strip Pedestals	SF	5.000	$	32.00	$	160.00			
Tie Rebar for Pedestals	TN	137.500	$	0.75	$	103.13			
Place/Finish Pedestals	CY	1.000	$	365.00	$	365.00			
Purchase Bearing Pads	EA	6.000	$	273.56	$	1,641.36	$	*2,447.43*	
Purchase Precast Beams	LF	644.840	$	218.00	$	140,575.12			Added two beams to the bridge width
Set Precast Beams	EA	8.000	$	655.00	$	5,240.00			
Purchase Bearing Pads	EA	8.000	$	335.00	$	2,680.00			
Install Bearing Pads	EA	8.000	$	24.00	$	192.00	$	*148,687.12*	
Purchase Concrete	CY	2.000	$	116.77	$	233.54			Added diaphragms for additional beams
Purchase Rebar	TN	250.000	$	0.36	$	90.00			
Form/Strip Diaphragms	SF	540.000	$	11.00	$	5,940.00			
Tie Rebar for Diaphragms	TN	250.000	$	0.75	$	187.50			
Place/Finish Diaphragms	CY	1.500	$	44.00	$	66.00	$	*6,517.04*	
Purchase Concrete	CY	157.746	$	116.77	$	18,419.94			Additional bridge deck width
Purchase Rebar	TN	19,718.188	$	0.36	$	7,098.55			Added 18' based on average distance between bear
Tie Rebar for Bridge Deck	TN	19,718.188	$	0.75	$	14,788.64			
Form/Strip Overhangs	SF				$	-			
Form/Strip Deck Edges	SF				$	-			
Form Strip Deck Ends	SF	24.000	$	42.00	$	1,008.00			
Place/Finish Deck	CY	143.405	$	25.25	$	3,620.98	$	*44,936.11*	
Purchase Concrete	CY	170.806	$	116.77	$	19,944.96			Barrier wall for pedestrian walkway
Purchase Rebar	TN	21,350.694	$	0.36	$	7,686.25			
Form/Strip Barrier Wall	SF	1,677.000	$	57.50	$	96,427.50			
Tie Rebar for Barrier Wall	TN	21,350.694	$	0.75	$	16,013.02			
Place/Finish Barrier Wall	CY	155.278	$	108.00	$	16,770.00	$	*156,841.74*	
Purchase Concrete	CY	45.467	$	116.77	$	5,309.14			Additional approach slab width
Purchase Rebar	TN	5,683.333	$	0.36	$	2,046.00			
Form/Strip Approach Slab	SF	160.000	$	44.75	$	7,160.00			
Tie Rebar for Approach Slabs		5,683.333	$	0.75	$	4,262.50			

Place/Finish Approach Slab	CY	41.333	$	33.50	$	1,384.67	$	*20,162.31*	
Purchase MSE Wall System - Wall 22	SF	504.000	$	15.66	$	7,892.64			Additional width of MSE wall
Place/Finish CIP Coping - Wall 22	SF	0.333	$	255.00	$	85.00			Added 18' based on added beams and bridge width
Purchase Concrete - Wall 22	CY	2.000	$	116.77	$	233.54			
Purchase Select Fill - Wall 22	CY	4,541.787	$	28.18	$	127,987.55			
Non Pay Excavation - Wall 22	CY	600.000	$	3.25	$	1,950.00			
Haul Excavated Material - Wall 22	CY	600.000	$	7.25	$	4,350.00			
Grade for Level Pad - Wall 22	LF	18.000	$	10.60	$	190.80			
Form/Strip Level Pad - Wall 22	SF	18.000			$	-			
Place/Finish Level Pad - Wall 22	CY	0.333	$	17.70	$	5.90			
Place MSE Panels - Wall 22	SF	504.000	$	14.25	$	7,182.00			
Place Select Fill and Straps - Wall 22	CY	4,541.787	$	13.40	$	60,859.94			
Purchase MSE Wall System - Wall 23	SF	540.000	$	15.66	$	8,456.40			
Place/Finish CIP Coping - Wall 23	LF	0.333	$	255.00	$	85.00			
Purchase Concrete - Wall 23	CY	2.000	$	116.77	$	233.54			
Purchase Select Fill - Wall 23	CY	10,354.549	$	28.18	$	291,791.20			
Non Pay Excavation - Wall 23	CY	10,080.000	$	3.25	$	32,760.00			
Haul Excavated Material - Wall 23	CY	10,080.000	$	7.25	$	73,080.00			
Grade for Level Pad - Wall 23	LF	18.000	$	10.60	$	190.80			
Form/Strip Level Pad - Wall 23	SF	18.000			$	-			
Place/Finish Level Pad - Wall 23	CY	0.333	$	17.70	$	5.90			
Place MSE Panels - Wall 23	SF	540.000	$	14.25	$	7,695.00			
Place Select Fill and Straps - Wall 23	CY	9,413.227	$	13.40	$	126,137.24	$	*751,172.45*	
Purchase Limerock	TN	1,345.080	$	22.15	$	29,793.52			
Stabilize Subgrade	SY	2,038.000	$	8.50	$	17,323.00			
Place and Compact Base (6")	TN	917.100	$	7.25	$	6,648.98			
Place Structural Asphalt (SP) (1.5")	TN	234.370	$	96.66	$	22,654.20			
Place Friction Course (FC-9.5 B) (1")	TN	234.370	$	147.48	$	34,564.89			
Rigid Shoulder Barrier	CY	605.000	$	222.72	$	134,745.60	$	*245,730.19*	
Purchase Concrete	CY	202.033	$	116.77	$	23,591.43			2,038 LF of sidewalk
Grade for Sidewalk	SY	1,102.000	$	45.11	$	49,711.22			385 LF of bridge deck
Place Sidewalk (6")	CY	202.033	$	115.00	$	23,233.83			
Detectable Warnings	SF	12.000	$	33.00	$	396.00	$	*96,932.49*	
Maintenance of Traffic	MO	6.000	$	25,000.00	$	150,000.00	$	*150,000.00*	
Quality Control	MO	6.000	$	5,000.00	$	30,000.00	$	*30,000.00*	

Florida Department of Transportation
District Two

DESIGN-BUILD
REQUEST FOR PROPOSAL
for
I-95 at I-295 North Interchange
Duval County, Florida

Financial Project Number(s): 213323-1-52-01 & 213323-1-56-01
Federal Aid Project Number(s): 0955-313-I
Contract Number: E2U46

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ATTACHMENTS (VOLUME I)

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

Appendix A – Project Advertisement
Appendix B – Division I Design-Build Specifications
Appendix C – Divisions II and III Special Provisions
    Mobilization (SP1010000DB)
    Contractor Quality Control General Requirements (SP1050813DB)
    Structures Foundations (SP4550000DB)
Appendix D – Value Added Developmental Specifications
    Value Added Bridge Components (DEV475)
Appendix E – Typical Section Package
Appendix F – Minimum Pavement Design
Appendix G – Horizontal Layout
Appendix H – Design Variations
Appendix J – Right of Way Maps
Appendix K – Guide Sign Locations and Requirements
Appendix L – JEA Utility Summary and Scope of Work
Appendix M – Department Commitments
Appendix N – Wetland Impact Sketches
Appendix P – ITS Design Checklist
Appendix Q – Aesthetics Package
Appendix R – Airport Road Loop Ramp Improvements
Appendix S – Developmental Specifications
    Highway Lighting Materials – LED (DEV992LED)

REFERENCE DOCUMENTS (VOLUME II)

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 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.

- Concept Plans
- Geotechnical Information
- Permit Information
- PD&E and NEPA Documents
- Design Documentation for Concept Plans
- Value Engineering Study
- Advance Utility Coordination Information

- FAA Coordination Information
- Existing Bridge Plans
- Asbestos Surveys for Existing Bridges
- Bridge Hydraulic Report
- ITS Forms
- CADD Files & Survey Data

I. Introduction.

The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the design and construction of operational improvements to the existing northern interchange at I-95 and I-295 located in Duval County, Florida.

Any changes to requirements of the RFP by a Design-Build Firm must be approved by the Department through the Alternative Technical Concept (ATC) Process, as described herein, prior to the information cut-off date. For this Project, the Department considers the following to be requirements of the Project that are not to be changed by the Design-Build Firms:

- **Minimum Pavement Design (Appendix F)**
- **Pond Locations (Appendix G), except in cases where an alternate pond location is necessary to accommodate a horizontal alignment change in an approved ATC and the alternate pond location is approved in conjunction with the ATC**

Description of Work

For clarity in communication, the following project/work description is broken down as follows:

- Overview
- Roadway
- Structures
- Drainage
- Geotechnical
- Traffic Control
- Utilities
- Right of Way
- Permitting and Environmental
- Signing & Pavement Marking
- Intelligent Transportation Systems (ITS)
- Signalization
- Lighting

Overview

The scope of work includes all investigation, design, permitting, coordination, final approved construction documents, and construction activities necessary for the construction of operational improvements to the existing interchange at I-95 and I-295 and additional improvements specified herein. The anticipated project limits along I-295 extend from Biscayne Boulevard (Section 72001; milepost 33.8) to Pulaski Road (Section 72002; milepost 1.9). The anticipated project limits along I-95 extend from Little Cedar Creek (Section 72290; milepost 1.3) to Airport Road (Section 72290; milepost 3.8). The following sections describe the general work scope of the project. Additional requirements are listed in this RFP and the Volume I Appendices.

The Department, under separate contract, has produced preliminary Concept Plans for this project. The Concept Plans are included in Volume II of this RFP (Reference Documents) are and supplied to the Design-Build Firm for informational purposes only. The Design-Build Firm, as Engineer of Record, is responsible for providing all final approved construction documents. In addition to final construction

documents, the Design-Build Firm shall provide and furnish all construction activities, utility coordination, tolls, equipment, supervision, labor, materials, rentals, subcontractors, profit, overhead, and any other costs related to the project. **The Concept Plans do not comply with all requirements of this RFP.**

The section of I-295 included in this project is divided into two segments, each of which is a north-south route. The segment west of I-95 is designated the I-295 West Beltway, and the segment east of I-95 is designated I-295 East Beltway. For clarity in communication, the eastbound and westbound directions of travel are used to describe I-295 throughout this RFP and Attachments with the exception of bridge names, which use the northbound and southbound directions of travel for consistency with the route direction and existing Bridge Management System information.

Roadway

The Design-Build Firm shall construct the proposed roadway improvements in accordance with the Horizontal Layout in Appendix G or a Department approved ATC. This includes, but is not limited to, full reconstruction, widening, milling and resurfacing, and/or removal of existing facilities as required by design.

The Design-Build Firm shall construct safety improvements at the Airport Road loop ramp as depicted in Appendix R.

The roadway and bridge geometry associated with this project shall be designed to accommodate a potential future lane configuration on I-295 consisting of the following:

- Four lanes in each direction (exclusive of auxiliary lanes) west of Sta. 247+00, with the two inside lanes separated from the two outside lanes by a minimum of a 4-ft. wide paved buffer (paved buffer may be reduced to 2-ft. from Sta. 189+00 to Sta. 211+00, inclusive of transitions).
- Three lanes in each direction (exclusive of auxiliary lanes) east of Sta. 247+00, with the inside lane separated from the two outside lanes by a minimum of a 4-ft. wide paved buffer.

The design shall accommodate construction of the future typical section without reconstruction of the mainline travel lanes, ramps, or ramp terminals and without the need for additional Design Variations or Exceptions.

The reconstruction of Ramp B shall be completed prior to March 27, 2018.

Structures

New bridge crossings shall be constructed as required by the approved horizontal layout (corresponding to either the Horizontal Layout in Appendix G or a Department approved ATC). The Horizontal Layout in Appendix G incorporates the following new bridge crossings:

- Ramp EB over US 17/CSX Railroad (Bridge No. 720837)
- Ramp EN Flyover over I-95/I-295/Ramp SE/Ramp ES/Ramp WN/Ramp NW (Bridge No. 720840)
- Ramp WS Flyover over I-95/I-295/Ramp SE/Ramp ES/Ramp WN (Bridge No. 720841)

The Design-Build Firm shall design and construct the replacement of the following existing bridges:

- I-295 NB over CSX Railroad and US 17 (Bridge No. 720126) [Proposed Bridge No. 720836]
- I-295 SB over CSX Railroad and US 17 (Bridge No. 720286) [Proposed Bridge No. 720836]
- I-295 NB over I-95 (Bridge No. 720342) [Proposed Bridge No. 720838]
- I-295 SB over I-95 (Bridge No. 720232) [Proposed Bridge No. 720839]
- Cole Road over I-95 (Bridge No. 720233) [Proposed Bridge No. 720842]

The following existing bridge culverts will require lengthening if impacted by the design:

- I-295 over Picket Branch (Bridge No. 720384)
- I-295 over Little Cedar Creek (Bridge No. 720405)

All existing bridges and bridge culverts not incorporated into the Horizontal Layout in Appendix G or a Department approved ATC shall be completely removed and disposed of by the Design-Build Firm.

Noise walls shall be constructed at the locations detailed on the Horizontal Layout in Appendix G.

Miscellaneous structures for drainage, lighting, signing, signalization, and ITS features shall be constructed as required by design.

If required for Maintenance of Traffic, the Department will furnish the superstructure components for an Acrow 700 Series temporary detour bridge. Superstructure components will be supplied for a maximum bridge length of 230-ft. and a 36-ft. clear roadway width. The superstructure components will be available for use by the Design-Build Firm on January 3, 2017. All design submittals related to the Acrow 700 Series bridge, including substructure and foundations, shall be reviewed by Acrow representatives. ~~An~~In addition, an Acrow representative shall be on-site during installation of the temporary bridge superstructure. The Design-Build Firm shall be responsible for all costs associated with design and construction related services provided by Acrow. An asphalt overlay shall be applied to the full width of the bridge deck prior to opening the temporary Acrow bridge to traffic. The Design-Build Firm will be responsible for complete removal of the asphalt overlay prior to returning the bridge components to the Department.

Drainage

The Design-Build Firm shall be responsible for drainage and stormwater treatment design meeting all project requirements. All systems will be designed to meet the typical and customary Department standard level of maintenance.

All stormwater management ponds shall be designed and permitted for the ultimate condition on I-95 and I-295 as documented in the Department's permit application.

Geotechnical

The Department, under separate contract, has produced soil borings. The soil borings are included in Volume II of this RFP and are supplied to the Design-Build Firm for informational purposes only. The Design-Build Firm is responsible for its own geotechnical investigation, reporting, and implementation.

Based on the existing geotechnical conditions and previous experience within the project limits, the potential for a significant amount of ground settlement exists throughout the project limits. The Design-Build Firm shall be responsible for evaluating the settlement potential at all locations affected by the proposed improvements and implementing ground improvement techniques to minimize the amount of

long term settlement in accordance with the requirements outlined in Section VI.C of this RFP. The use of lightweight geofoam fill as a means to reduce the anticipated settlements is not permitted.

Traffic Control

The Design-Build Firm will be responsible for developing an acceptable Traffic Control Plan (TCP) and executing it accordingly.

Utilities

The Design-Build Firm shall be responsible for determining, through the use of non-destructive means, both the horizontal and vertical location of all existing utilities above and below ground within the project limits, and for coordinating with the Utility owner(s) for any necessary relocation and/or adjustment of their utilities through the development of a comprehensive utility work schedule.

The Design-Build Firm shall be required to design, construct, and prepare as-built plans for JEA's water and sewer adjustment/relocation work as approved by JEA and the Department. The Design-Build Firm will be responsible for acquiring all permits required for the utility work. All water and sewer design, construction, tie-ins to existing water and sewer system, and resolution of conflicts with existing water and sewer systems shall be in accordance with the current JEA standards and shall be scheduled with, and coordinated through, the Department and JEA. See section VI.D for more details regarding utilities.

The Design-Build Firm shall minimize and, to the greatest extent possible, avoid impacts to existing utilities within the project limits.

Advance utility coordination information is provided in Volume II for information only.

Right of Way

Right of way maps are included in Appendix J. Certain right of way parcels may be acquired by the Department after award of the Design-Build contract. All right of way parcels are anticipated to be acquired on or before November 1, 2016. The Design-Build Firm shall account for the anticipated parcel delivery date in its construction schedule and phasing.

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

If a Design-Build Firm intends to submit a Technical Proposal that requires the acquisition of additional Right of Way, the Design-Build Firm shall discuss such a proposal with the Department as part of the ATC process. If a Design-Build Firm submits a Technical Proposal that requires the acquisition of additional Right of Way and the Design-Build Firm fails to obtain Department approval as part of the ATC process, then the Department will not consider such aspects of the Proposal during the Evaluation process. If the Design-Build Firm's Technical Proposal requires additional Right of Way approved by the ATC process, the additional Right of Way will be required to be directly acquired by the Department. The

Design-Build Firm shall submit, along with the Technical Proposal, Right of Way maps and legal descriptions including area in square feet of any proposed additional Right of Way parcels in the Technical Proposal. The additional Right of Way will be acquired by the Department in accordance with all applicable state and federal laws, specifically including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations. This includes completing a SEIR/NEPA evaluation as appropriate. All costs concerning the acquisition of additional Right of Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, property cost, etc. The Department will have sole discretion with respect to the entire acquisition process of the additional Right of Way.

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

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

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

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

Permitting and Environmental

The Design-Build Firm shall be responsible for all permitting in accordance with Section VI.N of this RFP.

Due to the proximity of the project to the Jacksonville International Airport (JIA), coordination with the Jacksonville Aviation Authority (JAA) will be required. The Design-Build Firm shall be responsible for all necessary coordination with JAA and the Federal Aviation Administration (FAA), including performing the required Obstruction Evaluation/Airport Airspace Analysis. The Design-Build Firm shall notify JAA prior to operating cranes or other equipment that may impact the JIA airspace.

Asbestos-containing material surveys have been performed for all existing bridges anticipated to be impacted by the project. These surveys are provided in Volume II for informational purposes only. Regulated asbestos-containing materials were not found at these bridges.

Signing & Pavement Marking

The Design-Build Firm will be responsible for developing an acceptable signing & pavement marking plan and executing it accordingly. Minimum guide sign requirements are provided in Appendix K – Guide Sign Locations and Requirements. In addition to these guide sign requirements, the Design-Build Firm shall provide all additional regulatory, warning, and other signing as required to meet the applicable criteria.

Intelligent Transportation Systems (ITS)

The Design-Build Firm will be responsible for developing an acceptable integrated ITS plan and executing it accordingly.

Signalization

The Design-Build Firm will be responsible for developing an acceptable signalization plan and executing it accordingly. At a minimum, the Design-Build Firm shall be responsible for signalization plans to address the following signalized intersections:

- US 17 at Ramp D and Ramp D2
- US 17 at Ramp C1 and Ramp E17

Lighting

The Design-Build Firm shall be responsible for developing an acceptable lighting plan in accordance with Department guidelines. The type of lighting (high mast or conventional) used at all locations throughout the project shall match the existing conditions unless otherwise noted. Temporary lighting to match the existing lighting levels will be required at all locations where existing lighting is taken out of service. Provide underdeck lighting in accordance with PPM criteria in all bridge spans crossing roadways.

A. Design-Build Responsibility

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

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section VI) which sets forth requirements regarding survey, design, construction, and maintenance of traffic

during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm shall be responsible for reviewing the approved Environmental Document of the PD&E Study.

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

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

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

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

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

The Design-Build Firm will provide Litter Removal and Mowing in accordance with Specification Section 107 with a 30 day mowing frequency and a 30 day litter removal.

B. Department Responsibility

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

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

The Department will determine the environmental impacts and coordinate with the appropriate agencies during the preparation of NEPA or SEIR Reevaluations. For federal projects, the Department will coordinate and process Reevaluations with FHWA.

II. Schedule of Events.

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

Date	Event
September 8, 2015	Advertisement
September 29, 2015	Letters of Interest for Phase I of the procurement process due in District Office by 2:00 pm local time
October 21, 2015	Proposal Evaluators submit Letter of Interest Scores to Contracting Unit 10:00 am local time
October 26, 2015	Public Meeting of Selection Committee to review and confirm Letter of Interest scores 10:00 am local time
October 26, 2015	Notification to Responsive Design-Build Firms of the Letter of Interest scores 2:00 pm local time
October 28, 2015	Deadline for all responsive Design-Build Firms to affirmatively declare intent to continue to Phase II of the procurement process 2:00 pm local time
October 28, 2015	Shortlist Posting 5:00 pm local time
November 5, 2015	Final RFP provided to Design-Build Firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process
November 5, 2015	Mandatory Pre-Proposal Meeting at 10:00 am local time at: Florida Department of Transportation, District 2 Complex 1109 South Marion Avenue, Lake City, FL 32025 **All Utility Agency/Owners that the Department contemplates an adjustment, protection, or relocation is possible are to be invited to the mandatory Pre-Proposal meeting.**
November 5, 2015	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1
November 12, 2015	Utility Pre-Proposal Meeting facilitated by the District Utilities Administrator. Individual meeting times will be assigned after the Shortlist Posting. The meeting will be located at: Florida Department of Transportation, District 2 Urban Office 2198 Edison Avenue, Jacksonville, FL 32204
November 12, 2015	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1
November 16, 2015	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 60 Minutes will be allotted for this Meeting.

November 19, 2015	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2
November 24, 2015	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 2
November 30, 2015	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 60 Minutes will be allotted for this Meeting.
December 9, 2015	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 3
December 9, 2015	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 3
December 11, 2015	One-on-One Alternative Technical Concept Discussion Meeting No. 3. 60 Minutes will be allotted for this Meeting.
December 15, 2015	Final deadline for submission of requests for Design Exceptions or Design Variations 5:00 pm local time.
December 15, 2015	Deadline for submittal of Alternative Technical Concept Proposals 5:00 pm local time.
January 7, 2016	Publication of approved Design Exceptions and Design Variations.
January 8, 2016	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 4
January 11, 2016	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 4
January 14, 2016	One-on-One Alternative Technical Concept Discussion Meeting No. 4. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to December 15, 2015 and new ATCs that incorporate Design Exceptions and Design Variations that were published on January 5, 2016. No other new ATC submittals will be accepted after the December 15, 2015 deadline.
January 22, 2016	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 5
January 25, 2016	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 5
January 29, 2016	One-on-One Alternative Technical Concept Discussion Meeting No. 5. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to December 15, 2015 and new ATCs that incorporate Design Exceptions and Design Variations that were published on January 5, 2016. No other new ATC submittals will be accepted after the December 15, 2015 deadline.
February 8, 2016	Deadline for submittal of Alternative Technical Concept Proposals that incorporate Design Exceptions and Design Variations that were published on January 5, 2016. Deadline is 5:00 pm local time.
March 7, 2016	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
March 11, 2016	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.

April 5, 2016	Technical Proposals due in District Office by 2:00 pm local time
April 11, 2016	Deadline for Design-Build Firm to "opt out" of Technical Proposal Page Turn meeting
April 21, 2016	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
April 28, 2016	Question and Answer Session. Times will be assigned during the Pre-Proposal Meeting. One hour will be allotted for questions and responses.
May 6, 2016	Deadline for submittal of Written Clarification letter following Question and Answer Session 5:00 pm local time
May 20, 2016	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
May 24, 2016	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
May 27, 2016	Price Proposals due in District Office by 11:00 am local time.
May 27, 2016	Public announcing of Technical Scores and opening of Price Proposals at 11:00 am local time at: Florida Department of Transportation, District 2 Complex 1109 South Marion Avenue, Lake City, FL 32025
June 6, 2016	Public Meeting of Selection Committee to determine intended Award
June 6, 2016	Posting of the Department's intended decision to Award (will remain posted for 72 hours)
June 10, 2016	Anticipated Award Date
July 1, 2016	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 Letters of Interest.

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

C. Price Proposal Guarantee

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

D. Pre-Proposal Meeting

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

https://www3b.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal

E. Technical Proposal Page-Turn Meeting

The Department will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting. FHWA will be invited on FA Oversight Projects. The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due and the Question and Answer session occurs, per the Schedule of Events section of this RFP. The Department will terminate the page-turn meeting promptly at the end of the allotted time. The Department will record all or part of the page-turn meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. An unmodified aerial or map of the project limits provided by the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Department upon conclusion of the page turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page turn meeting is expressly prohibited. Upon conclusion of the thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Department.

F. Question and Answer Session

The Department may meet with each Proposer, formally, for a Question and Answer (Q&A) session. FHWA shall be invited on FA Oversight Projects. The purpose of the Q & A session is for the Department to seek clarification and ask questions, as it relates to the Technical Proposal, of the Proposer. The Department may terminate the Q & A session promptly at the end of the allotted time. The Department shall record all or part of the Q & A session. All recordings will become part of the Contract Documents. The Q & A session will not constitute "discussions" or negotiations. Proposers will not be permitted to ask questions of the Department except to ask the meaning of a clarification question posed by the Department. No supplemental materials, handouts, etc. will be allowed to be presented in the Q & A session. No additional time will be allowed to research answers.

Within one (1) week of the Q & A session, the Design-Build Firm shall submit to the Department a written clarification letter summarizing the answers provided during the Q & A session. The questions, answers, and written clarification letter will become part of the Contract Documents and will be considered by the Department as part of the Technical Proposal. The Design-Build Firm shall not include information in the clarification letter which was not discussed during the Q&A session. In the event the Design-Build Firm includes additional information in the clarification letter which was not discussed during the Q&A session and is not otherwise included in the Technical Proposal, such additional information will not be considered by the Department during the evaluation of the Technical Proposal.

The Department will provide some (not necessarily all) proposed questions to each Design-Build Firm as it relates to their Technical Proposal approximately 24 hours before the scheduled Q & A session.

G. Protest Rights

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

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

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

H. Non-Responsive Proposals

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

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

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

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

I. Waiver of Irregularities

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

1. Any design submittals that are part of a proposal shall be deemed preliminary only.

2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The Department, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.

3. In no event will any such elections by the Department be deemed to be a waiving of the Design and Construction Criteria.

4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.

5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Department policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.

6. The Proposer shall obtain any necessary permits or permit modifications not already provided.

7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

J. Modification or Withdrawal of Technical Proposal

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

K. Department's Responsibilities

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

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

L. Design-Build Contract

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

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

IV. Disadvantaged Business Enterprise (DBE) Program.

A. DBE Availability Goal Percentage:

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

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

The Department is reporting to the Federal Highway Administration the planned commitments to use DBEs. This information is being collected through the Department's Equal Opportunity Compliance (EOC) system.

B. DBE Supportive Services Providers:

The Department has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBEs. This consultant is also required to work with prime Design-Build Firms, who have been awarded contracts, to assist in identifying DBEs that are available to participate on the Project. The successful Design-Build Firm should meet with the DBE Supportive Services Provider to discuss the DBEs that are available to work on this Project. The current DBE Supportive Services Provider for the State of Florida can be found in the Equal Opportunity website at: http://www.dot.state.fl.us/equalopportunityoffice/serviceproviders.shtm

C. Bidders Opportunity List:

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

A Bid Opportunity List should be submitted through the Equal Opportunity Compliance system which is available at the Equal Opportunity Office Website. This information should be returned to the Equal Opportunity Office within 3 days of submission.

V. Project Requirements and Provisions for Work.

A. Governing Regulations:

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Department, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Department at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), Design Standards and Revised Index Drawings. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Design Standards and Revised Index Drawings in effect at the time the bid price proposals are due in the District Office. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Roadway Plans Preparation Manuals (PPM) http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm

2. Florida Department of Transportation Specifications Package Preparation Procedure
http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/630010005.pdf

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

4. 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/Implemented/SpecBooks/default.shtm

5. Florida Department of Transportation Surveying Procedure
http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101

6. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.dot.state.fl.us/surveyingandmapping/doc_pubs.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. Florida Department of Transportation Structures Manual
http://www.dot.state.fl.us/structures/DocsandPubs.shtm

10. Florida Department of Transportation Current Structures Design Bulletins
http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm

11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual
http://www.dot.state.fl.us/ecso/downloads/publications/Manual/default.shtm

12. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook
http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/

13. Florida Department of Transportation Production Criteria Handbook CADD Structures Standards
http://www.dot.state.fl.us/ecso/downloads/publications/CriteriaHandBook/

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

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

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

17. Safe Mobility For Life Program Policy Statement
http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=000-750-001

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

19. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure
http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=625-020-015

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

21. 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

22. Florida Department of Transportation Design Bulletins and Update Memos
http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm

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

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

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

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

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

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

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

30. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.dot.state.fl.us/TrafficOperations/Doc_Library/Doc_Library.shtm

31. 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

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

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

34. 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

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

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

37. AASHTO Highway Safety Manual
http://www.highwaysafetymanual.org/

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

1. Alternative Technical Concept (ATC) Proposals

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

The Department will keep all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law, with few exceptions. Although the Department will issue an addendum for all ATC Proposals contained in the list below, the Department will endeavor to maintain confidentiality of the Design-Build Firms specific ATC proposal. Prior to approving ATC's which would result in the issuance of an Addendum as a result of the item being listed below, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals. Any approved ATC Proposal related to following requirements described by this RFP shall result in the issuance of an Addendum to the RFP:

- **Modifications to the Typical Section Package (Appendix E) not related to modifications to the Horizontal Layout in Appendix G**
- **Design Speed and Design Vehicle (Section VI.F of this RFP)**

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

- **Modifications to the Horizontal Layout in Appendix G**
- **Modifications to the Typical Section Package (Appendix E) directly related to modifications to the Horizontal Layout in Appendix G**

2. One-on-One ATC Proposal Discussion Meetings

One-on-One ATC discussion meetings may be held in order for the Design-Build Firm to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. Each Design-Build Firm with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Design-Build Firm shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of ATC proposals to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATC's to be discussed but it should be sufficiently comprehensive to allow the Department to identify appropriate personnel to participate in the One-on-One ATC discussion meetings. The purpose of the One-on-One ATC discussion meeting is to discuss the ATC proposals, answer questions that the Department may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. The meeting should be between representatives of the Design-Build Firm and/or the Design-Build Engineer of Record and District/Central Office staff as needed to provide feedback on the ATC proposal. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Department will advise the Design-Build Firm as to the following related to the ATC proposals which were discussed:

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

3. Submittal of ATC Proposals

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

All ATC submittals are required to be on plan sheets or on roll plots no wider than 36". ATC submittals proposing revisions to the Horizontal Layout shall be presented on 11" x 17" plan sheets with the ATC concept overlaid in a different color over top of the RFP Horizontal Layout. The ATC concept shall be drawn at the same scale and shall contain the same level of detail as the RFP Horizontal Layout. ATC submittals shall be sequentially numbered and include the following information and discussions:

a) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;

b) Usage: The locations where and an explanation of how the ATC would be used on the Project;

c) Deviations: References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for approval of such deviations along with suggested changes to the requirements of the RFP which would allow the alternative proposal;

d) Analysis: An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;

e) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after construction), environmental impacts, community impacts, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation;

f) Risks: A description of added risks to the Department or third parties associated with implementation of the ATC;

g) Quality: A description of how the ATC is equal or better in quality and performance than the requirements of the RFP;

h) Operations: Any changes in operation requirements associated with the ATC, including ease of operations;

i) Maintenance: Any changes in maintenance requirements associated with the ATC, including ease of maintenance;

j) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC.

4. Review and Approval of ATC Submittals

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

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

All border width deviations needed in conjunction with an approved ATC will be granted, however the Design Variation for border width will not be published prior to award.

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

ATC's are accepted by the Department at the Department's discretion and the Department reserves the right to reject any ATC submitted. The Department reserves the right to issue an Addendum to the RFP based upon a previously denied ATC Proposal, without regard to the confidentiality of the denied ATC Proposal.

The Project file will clearly document all communications with any Design-Build Firm.

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

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

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

C. Geotechnical Services:

1. General Conditions:

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

D. Department Commitments:

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

1. Noise walls shall be constructed at the locations detailed on the Horizontal Layout in Appendix G.

2. The Design-Build Firm shall construct the drainage improvements depicted in Appendix M to the extent that the improvements do not conflict with the Design-Build Firm's approved horizontal layout. The drainage improvements include the following:

    a. Construction of an emergency berm weir along the berm of SMF 207

    b. Construction of concrete ditch pavement to connect the existing concrete ditch pavement from the outfall of SMF 207 to the existing concrete ditch pavement at the east headwall of CD-5

    c. Reconstruction of the broken concrete ditch pavement at the east headwall of CD-5

    d. Regrading around the headwalls of CD-5 to repair the erosion of the front slope

    e. Desilting CD-5

f. Construction of concrete ditch pavement from the west headwall of CD-5 to the east headwall of the proposed concrete box culvert CD-8A

3. The Design-Build Firm shall construct a maintenance road providing access from Ramp ES to the adjacent JEA easement as depicted on the Horizontal Layout in Appendix G. The following requirements apply to the design of the maintenance road:

   a. The road shall have a grade of 1% or less with grassed side slopes no steeper than 1:3.

   b. All turning radii shall be 80-ft. or greater.

   c. The surface of the road shall be compacted to an LBR 40 rating.

   d. The width of the road shall be a minimum of 12-ft.

   e. Any culverts placed beneath the road must be a Class 5 RCP or equivalent box culvert.

4. The project improvements shall not impact the existing 16" steel effluent pipe beneath I-95 (approximate Sta. 6099+70) owned by Anheuser Busch. The existing pipe shall remain undisturbed.

5. The project improvements shall not impact the existing transmission pole and supporting guy wires located on the east side of US 17 at approximate Sta. 31+20.

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:

The Design-Build Firm shall be responsible for modifying the issued permits as necessary to accurately depict the final design. The Design-Build Firm shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the Department prior to submittal to the agencies.

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. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the Department is responsible for reviewing, approving, and signing the permit application package including all permit modifications or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the District Environmental Management Office. If any agency rejects or denies

the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the agencies.

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

The Department is responsible for providing mitigation of all wetland impacts identified on the sketches in Appendix N. If any design modifications by the Design-Build Firm propose to increase the amount of these wetland impacts, the Design-Build Firm shall be responsible for providing the Department information on the amount and type of wetland impacts as soon as the impacts are identified (including temporary impacts and/or any anticipated impacts due to construction staging or construction methods). Prior to submitting a permit modification to a regulatory agency, the Design-Build Firm shall provide the Department a draft of all supporting information. The Department will have up to 15 calendar days (excluding weekends and Department observed holidays) to review and comment on the draft permit package. The Design-Build Firm will address all comments by the Department and obtain Department approval, prior to submittal of the draft permit. The Design-Build Firm shall be solely responsible for all time and costs associated with providing the required information to the Department, as well as the time required by the Department to perform its review of the permit package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

Any additional mitigation required due to design modifications proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm and shall be satisfied through the purchase of mitigation bank credits. The Design-Build Firm shall purchase credits directly from a permitted mitigation bank. In the event that permitted mitigation bank credits are unavailable or insufficient to meet the project needs, the Design-Build Firm will be responsible for providing alternative mitigation consistent with the provisions of section 373.4137, Florida Statutes, and acceptable to the permitting agency(ies). The Design-Build Firm shall be solely responsible for all costs associated with permitting activities and shall include all necessary permitting activities in their schedule.

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 District Construction Engineer, the Department reserves unto the District Construction 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 District Construction 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 District Construction Engineer under this provision.

F. Railroad Coordination:

The Department will conduct the required contract negotiations and plans review coordination. All required Railroad Reimbursement Agreements will be between CSX Transportation, Inc. and the Department. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these agreements. Any encroachments into the railroad rights of way, including construction scheduling involving the railroad, must be coordinated with the District Railroad Office prior to commencement. The contact will be Kelli Phillips, District Railroad Coordinator, at (904) 360-5665.

Construction activities within the railroad right of way shall not begin until the Railroad Certification has been issued.

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

- The procurement of Railroad Protective Liability Insurance and Commercial General Liability Insurance limits as depicted in the Division I Design-Build Specifications.

- In the event of an Emergency, safety or security situation involving railroad operations, contact the CSX Transportation, Inc. Dispatch Center at 1-800-232-0144.

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

G. Survey:

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished to the District Surveyor in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying 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 Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

The Design-Build Firm will be responsible for all photogrammetric work necessary to interpret measure, digitize and compile, by stereoscopic techniques, the mapping and survey data from the aerial photography, as required for this Project.

The Design-Build Firm shall provide final Right of Way survey and mapping services for the Project. The scope of work shall include performing appropriate Right of Way survey for the proposed Project, including mainline alignment, side streets as needed, as well as all Right of Way interests.

The Design-Build Firm shall provide final Right of Way maps. These maps and any associated sketches, legal descriptions and all associated necessary documentation, field data collection and any other

supporting documentation shall be included as part of the Construction Set of plans submitted by the Design-Build Firm.

The NAVD 88 vertical datum shall be used to prepare all deliverables submitted by the Design-Build Firm after award of the project.

H. Verification of Existing Conditions:

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

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

I. Submittals:

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. In accordance with the Plans Preparation Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, landscape, architectural, structural, and toll facilities.

The Design-Build Firm may divide the project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review. Submittals for bridges are limited to foundation, substructure, and superstructure. For bridges over navigable waterways, submittals are limited to foundation, approach substructure, approach superstructure, main unit substructure, and main unit superstructure. Further dividing the foundation, substructure, or superstructure into individual elements (i.e. Pier 2, Abutment 1, Span 4, etc.) will not be accepted.

Category 1 and 2 bridge submittals shall contain the following:

- Plan sheets for the component under review developed to the specified level of detail (i.e. 90% plans, Final plans, etc.).
- A complete set of the most developed plan sheets for all other major elements of the bridge. These sheets shall be marked "For Information Only" on the index sheet. In no case shall a plan sheet be less than 30% complete.
- Design documentation including a complete set of calculations, geotechnical reports, pertinent correspondence, etc. in support of the 90% and final component submittals.
- For Category 2 bridges, component submittals shall also include independent peer review documentation.

2. Phase Submittals:

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

60% Phase Submittal

- 4 copies of 11" X 17" ITS component plans
- ITS design checklist

90% Phase Submittal

- 5 copies of 11" X 17" plans
- 2 copies of design documentation
- 2 copies of signed and sealed geotechnical report
- 2 copies of Settlement and Vibration Monitoring Plan (SVMP) for Department acceptance and update throughout the construction period
- 2 copies of signed and sealed Bridge Hydraulic Report
- 2 copies of Technical Special Provisions*
- Bridge Load Rating Calculations
- Completed Bridge Load Rating Summary Detail Sheet
- Load Rating Summary Form
- ITS voltage drop calculations
- ITS documentation per Systems Engineering process
- ITS design checklist
- Independent Peer Reviewer's comments and comment responses (for Category 2 structures)
- 1 set of check prints & certification from QA/QC review
- 1 complete set of PDF files of all documents listed above

*The Specifications Office requires a Microsoft Word version for review.

Final Submittal

- 1 set of signed and sealed 11" X 17" plans
- 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
- 2 copies of Settlement and Vibration Monitoring Plan (SVMP)
- 1 signed and sealed Construction Specifications Package or Supplemental Specifications Package
- 1 copy of signed and sealed Construction Specifications Package or Supplemental Specifications Package
- 2 sets of electronic copies of Technical Special Provisions on CD*
- 1 signed and sealed copy of the Bridge Load Rating Summary Detail Sheet

- 1 signed and sealed copy of the Load Rating Summary Form
- ITS voltage drop calculations
- ITS documentation per Systems Engineering process
- ITS design checklist
- 1 set of CADD files on CD
- Signed and sealed cover letter confirming that all Department review comments from the 90% Phase Submittal have been addressed and resolved
- Independent Peer Reviewer's signed and sealed cover letter that all comments have been addressed and resolved (for Category 2 structures)
- 1 set of check prints & certification from QA/QC review
- 1 complete set of PDF files of all documents listed above

*The Specifications Office requires a Microsoft Word version for review.

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the Department) made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to stamping the plans or specifications "Released for Construction."

3. Requirements to Begin Construction:

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Department stamping the plans and specifications Released for Construction except for bridge construction. To begin construction, the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 8 ½" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the Department stamping the plans and specifications Released for Construction does not reduce or eliminate the Phase Submittal requirements.

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. The professional endorsement shall be performed in accordance with the Department Plans Preparation Manual.

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 Department in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Department review and acceptance as a condition precedent to the Department's issuance of Final Acceptance.

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

The Department shall certify the As-Built Plans per Chapter 5.12 of the Construction Project Administration Manual (TOPIC No. 700-000-000).

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

- 1 set of 11" X 17" signed and sealed plans
- 2 sets of 11 "X 17" copies of the signed and sealed plans
- 1 original signed and sealed copy of the Bridge Load Rating for each bridge based on as-built conditions
- 1 set of final documentation (if different from final component submittal)
- 2 Final Project CDs

5. Milestones:

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

- Typical Section Package
- Pavement Design Package

6. Railroad Submittals:

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

- Key Sheet
- Typical Section(s)
- Plan & Profile Sheet(s)
- CSX Overpass Bridge Plans
- Rail-highway grade crossing detail sheet
- Utility Adjustment Sheets
- Signing and Pavement Marking Sheet(s)
- Cross Section Sheets

J. Contract Duration:

The Department has established a Contract Duration of **1380 calendar days** for the subject Project.

K. Project Schedule:

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and Department observed Holidays) review time for the Department's review of all submittals with the exception of Category 2 structures submittals. The review of Category 2 structures submittals requires Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Department observed Holidays) for these reviews.

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

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

- Friday before through the Sunday after the Florida-Georgia football game
- The day of the Jaguar home football games (Preseason, Regular including Monday and Thursday Night and postseason)
- The day before through the day after the Gator Bowl
- The day before through the day after the Greater Jacksonville Agricultural Fair
- The Monday through Sunday of the Greater Jacksonville Kingfish Tournament
- The Saturday and Sunday of the Isle of Eight Flags Shrimp Festival
- The Day of the Daytona 500 and the Coke Zero 400
- The day prior to through the day after Daytona Bike Week
- The Friday through the close of Daytona Speed Weeks
- The Friday through the close of Biketober Fest
- Advance Auto Parts Monster Jam
- One Spark

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

- Anticipated Award Date
- Design Survey
- Geotechnical Investigation
- NEPA Reevaluation (If necessary)
- Revisions to Approved Interchange Reports (If necessary)
- Right of Way Acquisition
- Acquisition of additional Right of Way proposed by the Design-Build Firm (If applicable)
- Roadway Design
- Foundation Design
- Substructure Design
- Superstructure Design
- Wall Design
- Signing and Pavement Marking Design
- Intelligent Transportation System Design
- Signalization Design
- Lighting Design
- Maintenance of Traffic Design
- Utility Design
- Design Submittals
- Submittal Reviews by the Department, FHWA, JEA, and CSX Railroad
- Document Reviews by the Department and FHWA
- Design Review / Acceptance Milestones
- Comment Resolution
- Shop Drawing Submittals
- Environmental Permit Acquisition

- Permit Submittals
- Utility Clearance
- Materials Quality Tracking
- Start of Construction
- Construction Mobilization
- Clearing and Grubbing
- Erosion Control
- Embankment/Excavation
- Roadway Construction
- Foundation Construction
- Substructure Construction
- Superstructure Construction
- Wall Construction
- Signing and Pavement Marking Construction
- Intelligent Transportation System Construction
- Signalization Construction
- Lighting Construction
- Maintenance of Traffic Set-Up (per duration)
- Utility Relocations
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

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

M. Partner/Teaming Arrangement:

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

N. Meetings and Progress Reporting:

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

- Department technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Pavement Design Meeting
- Permit agency coordination
- Scoping Meetings
- System Integration Meetings
- Utility Meetings
- Design Kickoff Meeting
- Comment Resolution Meetings
- Pre-Construction Meeting
- Dispute Review Board Meetings

During design, the Design-Build Firm shall meet with the Department's Project Manager on a bi-weekly basis and provide a two week look ahead of the activities to be completed during the upcoming weeks.

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

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

The Design-Build Firm shall meet with the Department's Project Manager at least thirty (30) calendar days before beginning system integration activities. The purpose of these meetings shall be to verify the Design-Build Firm's ITS and signalization integration plans by reviewing site survey information, proposed splicing diagrams, IP addressing schemes, troubleshooting issues, and other design issues. In addition, at these meetings the Design-Build Firm shall identify any concerns regarding the Integration and provide detailed information on how such concerns will be addressed and/or minimized.

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

System Integration Meetings will be held on mutually agreeable dates.

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

O. Public Involvement:

1. General:

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The Design-Build Firm will continue to be part of the Public Involvement effort but on a limited basis as described below.

2. **Community Awareness:**

The Design-Build Firm will review and comment on a Community Awareness Program provided by the Department for the Project.

3. **Public Meetings:**

The Design-Build Firm shall provide all support necessary for the Department to hold various public meetings which may include:

- Kick-off or introductory meeting
- North Florida Transportation Planning Organization (NFTPO) Citizens Advisory Committee Meetings
- NFTPO Transportation Technical Committee Meetings
- NFTPO Meetings
- Public Information Meetings including,but not limited to, Public Hearings and Construction Open House
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups, and individuals)
- Monthly Business Owner Meetings

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

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

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

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

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

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

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

5. **Public Involvement Data:**

The Design-Build Firm is responsible for the following:

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

The collection of public input occurs throughout the life of the Project and requires maintaining files, newspaper clippings, letters, and especially direct contacts before, during and after any of the public meetings. Articles such as those mentioned shall be provided to the Department for their use and records.

In addition to collecting public input data, the Design-Build Firm may be asked by the Department to prepare responses to any public inquiries as a result of the public involvement process. The Department shall review all responses prior to mailing.

P. 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 in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by the Department. The Design-Build Firm will use the Department's database(s) to allow audits of materials used to assure compliance with the STRG. The

Department has listed the most commonly used materials and details in the Department's database. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the State Materials Office website for instructions on gaining access to the Department's databases: http://www.dot.state.fl.us/statematerialsoffice/quality/programs/qualitycontrol/contractor.shtm

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

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

Q. Liaison Office:

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

R. Schedule of Values:

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

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

S. Computer Automation:

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

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

T. Construction Engineering and Inspection:

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

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

U. Testing:

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

V. Value Added:

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

- Roadway features
- Roadway drainage systems
- Approach slabs
- Superstructure
- Substructure
- Concrete defects
- Structural steel defects
- Post-tensioning systems
- And any other products or features the Design-Build Firm desires

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

The Design-Build Firm shall guarantee the performance of all structural components in accordance with Section 475, Value Added Bridge Components, included in Appendix D.

W. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating design and construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the

jurisdiction of local governments, the Department, other regional and state agencies, or private entities. Adjoining construction projects include but are not limited to:

- I-295 from Trout River to I-95 (Resurfacing, FIN 428807-1)
- I-295 Interchange Bridge No. 720761 (Bridge Repair/Rehabilitation, FIN 437431-1)

X. Issue Escalation:

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

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

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

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

VI. Design and Construction Criteria.

A. General:

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

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

- The Design-Build Firm shall dispose of all cleared and grubbed material off-site. Burning of material and/or debris is prohibited within the project limits.

- The Design-Build Firm shall identify all proposed stock piling locations prior to use. All locations shall be approved by the Department prior to use. No stock piles shall be placed in wetlands.

- All curb & gutter areas shall be compacted in static mode only.

- All existing pavement (concrete or asphalt, base, and subgrade) not incorporated into the final horizontal layout shall be completely removed. This includes, but is not limited to, removal of the existing loop ramp from I-95 SB to I-295 EB that was previously abandoned following the construction of the existing Ramp SE flyover. The finished grade within these areas shall be harmonized with the existing grade such that positive drainage is achieved. Turf shall be placed in all disturbed areas.

B. Vibration and Settlement Monitoring:

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

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

In addition to those structures required by the Specifications, existing structures at the following site are subject to the inspection and settlement monitoring requirements and the vibration monitoring requirements in Section 108 of the Specifications:

Bacardi Bottling Corporation
12200 N Main St.
Jacksonville, FL 32218

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

- Identify any existing structures in addition to those identified by the Department that will be monitored for vibrations during the construction period.

- Establish the maximum vibration levels for the existing structures that must not be exceeded. The maximum vibration levels stated shall not be exceeded.

- Identify any existing structures in addition to those identified by the Department that will be monitored for settlement during the construction period.

- Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.

- Identify any existing structures in addition to those identified by the Department that require pre-construction and post-construction surveys.

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

C. Geotechnical Services:

Driven Pile Foundations for Bridges and Major Structures

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

- Station 213+50 to Station 217+00 (CL Const. I-295) (Bridge No. 720836), (minimum 1 test)
- Station 1668+00 to Station 1683+00 (BL Ramp EB) (Bridge No. 720837), (minimum 1 test)
- Station 170+50 to Station 174+50 (CL Const. I-295) (Bridge No. 720838), (minimum 1 test)
- Station 170+50 to Station 174+50 (CL Const. I-295) (Bridge No. 720839), (minimum 1 test)
- Station 720+50 to Station 753+50 (BL Ramp EN) (Bridge No. 720840), (minimum 3 tests)
- Station 829+00 to Station 863+50 (BL Ramp WS) (Bridge No. 720841), (minimum 3 tests)
- Station 1508+00 to Station 1512+00 (CL Cole Road) (Bridge No. 720842), (minimum 1 test)

The load tests shall be performed at locations approved by the District Geotechnical Engineer. The load test locations shall be submitted to the District Geotechnical Engineer at least 30 days prior to test pile installation.

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

1. Selection of pile type and size.
2. Selection of test pile lengths, locations, and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.

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

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

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

- Station 213+50 to Station 217+00 (CL Const. I-295) (Bridge No. 720836), (minimum 1 test)
- Station 1668+00 to Station 1683+00 (BL Ramp EB) (Bridge No. 720837), (minimum 1 test)
- Station 170+50 to Station 174+50 (CL Const. I-295) (Bridge No. 720838), (minimum 1 test)
- Station 170+50 to Station 174+50 (CL Const. I-295) (Bridge No. 720839), (minimum 1 test)
- Station 720+50 to Station 753+50 (BL Ramp EN) (Bridge No. 720840), (minimum 3 tests)
- Station 829+00 to Station 863+50 (BL Ramp WS) (Bridge No. 720841), (minimum 3 tests)
- Station 1508+00 to Station 1512+00 (CL Cole Road) (Bridge No. 720842), (minimum 1 test)

The load tests shall be performed at locations approved by the District Geotechnical Engineer. The load test locations shall be submitted to the District Geotechnical Engineer at least 30 days prior to test shaft installation.

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

Spread Footing 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 Department in verification of the spread footing, both during construction and after submittal of the certification package.

Auger Cast Piles for Noise Walls

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

1. Evaluating geotechnical conditions and designing the foundations, including diameter and lengths.
2. Constructing all auger cast piles to the required tip elevation and socket requirements, in accordance with the specifications.
3. Preparing and submitting an Auger Cast Pile Installation Plan for the Department's acceptance.
4. Inspecting and documenting the auger cast pile installation.
5. Submitting Foundation Certification Packages in accordance with the specifications.
6. Providing safe access, and cooperating with the Department in verification of the auger cast piles, both during construction and after submittal of the certification package.

Specialty Geotechnical Services Requirements

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

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

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

Ground Improvement

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis, design, permitting, coordination, and construction activities necessary to implement ground improvement methods to minimize long term settlements associated with the proposed improvements. The results of all geotechnical investigations and the recommendations for the proposed method(s) of ground improvement shall be presented to the Department in a signed and sealed geotechnical report. All ground improvement work shall be in accordance with Department guidelines, procedures and specifications.

If deep ground improvement is used, this work shall be designed and constructed by a Specialty Firm with successful and verifiable experience on at least five projects that were of similar size (based on scope and area of stabilization), used the method(s) of deep ground improvement being proposed, and were performed in similar subsurface geotechnical conditions. The work shall be overseen by a Professional Engineer registered in the State of Florida having at least three years of experience with similar projects.

The Design-Build Firm will be solely responsible for identifying, specifying, and overseeing any special construction methods such as ground improvement techniques, temporary sheet piling or specialized instrumentation and monitoring, which may be required by the subsurface conditions or the type of construction being performed. Technical Special Provisions (TSPs) required for such special construction methods shall be submitted to the Department. The TSP shall include geotechnical information, material handling and storage, proof testing of ground improvement method, short and long term monitoring system and acceptance criteria or end result performance. Further, the Design-Build Firm shall include in the TSP language warranting their ground improvement method for a period of not less than 5 years from the final acceptance of the project. The minimum criteria for the warranty shall be:

a. Total settlement at any location affected by the proposed project improvements shall be no more than 0.5 inch during the 5 year warranty period.
b. Differential settlement at any location affected by the proposed project improvements shall be no more than 0.25 inch in 50 feet during the 5 year warranty period.

A remedial action plan to be followed in the event that the measurable standards of the warranty are exceeded shall be included as part of the warranty.

D. Utility Coordination:

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

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

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

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and 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 attending 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 and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the Department 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 Department Project Manager and District Utility Office as requested.
12. Coordination with the Department on any issues that arise concerning reimbursement of utility work costs.

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

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

UA/O	Utility Relocation Type	Cost Estimate	Lump Sum Bid	Eligible for Reimbursement (Y/N)
Anheuser Busch	UA/O Performing Utility Work	To Be Determined	N/A	N
AT&T Florida	UA/O Performing Utility Work	To Be Determined	N/A	N
Comcast	UA/O Performing Utility Work	To Be Determined	N/A	N
JEA Electric Distribution	UA/O Performing Utility Work	To Be Determined	N/A	N
JEA Electric Transmission	UA/O Performing Utility Work	To Be Determined	N/A	N
JEA Fiber	UA/O Performing Utility Work	To Be Determined	N/A	N
JEA Water & Sewer	D-B Firm Performing Utility Work	$353,785.00	Yes*	N
Level 3 Communications	No Involvement	N/A	N/A	N
TECO Peoples Gas	UA/O Performing Utility Work	To Be Determined	N/A	N

*Note: The cost estimate provided does not include the Initial Contingency amount.

Table B - Summary of UA/Os having facilities within the Proposed Project Limits

UA/O	Contact Information
Anheuser Busch	Tim Pittman (904) 910-5034 Tim.Pittman@anheuser-busch.com
AT&T Florida	PK Patel (904) 727-1568 pp5963@att.com
Comcast	James Graham (904) 380-6341 James_Graham@cable.comcast.com
JEA Electric Distribution	Josh Gordon (904) 665-5149 gordje@jea.com
	Ryan Heaton (904) 665-6171 heatrc@jea.com
JEA Electric Transmission	Jason Rinehart (904) 665-7300 rineja@jea.com
JEA Fiber	Kenney Watson (904) 591-2252 watsjk@jea.com
JEA Water & Sewer	Wayne McDowell (904) 665-8054 mcdomw@jea.com
Level 3 Communications	James Davis (904) 813-2063 james.davis@level3.com
	Tony Charlton (321) 312-3225 tony.charlton@level3.com
TECO Peoples Gas	Donna Spohn (904) 443-7316 dmspohn@tecoenergy.com

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

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

DEVIATION FROM THE CONCEPTUAL UTILITY RELOCATION PLAN: A Conceptual Utility Relocation Plan is provided in Volume II. If the Design-Build Firm chooses to deviate from the conceptual plans and the scope of the impact to a utility depicted in the Conceptual Utility Relocation Plan, and thereby causes a greater impact to a utility, the Design-Build Firm shall be solely responsible for all increased costs incurred by the utility owner associated with the increase in the scope of the impact

to a utility from that depicted in the Conceptual Utility Relocation Plan. The Design-Build Firm shall obtain an agreement from the utility owner being impacted which outlines the changes to the scope of the impact to a utility from that depicted in the Conceptual Utility Relocation Plan. The agreement shall also address the Design-Build Firm's obligation to compensate the utility owner for the additional costs above the costs which would have been incurred without the Design-Build Firm's increase in the scope of the impact to a utility from that depicted in the Conceptual Utility Relocation Plan. The Design-Build Firm shall also provide a draft utility permit application acceptable to the Department for the placement of the utility owner's facilities based on the final design. The Department shall not compensate or reimburse the Design-Build Firm for any cost created by a change in scope of the impact to a utility from that depicted in the Conceptual Utility Relocation Plan, or be liable for any time delays caused by a change in scope of the impact to a utility from that depicted in the Conceptual Utility Relocation Plan.

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

JEA Utility Summary

A summary of JEA utility requirements and scope of work is provided in Appendix L. This work will be funded under FIN 213323-1-56-01.

Design of JEA Utility Work

a. The Design-Build Firm shall prepare a final engineering design, plans, technical special provisions, permit applications (including, but not limited to, JEA, FDEP, and the City of Jacksonville), and a cost estimate for the Utility Work for JEA Water and Sewer in accordance with JEA Water & Sewer Standards manual, January 2015, and other applicable JEA Standards. In the event of a conflict between the JEA Standards and any other Contract Documents, the Department shall determine which provisions apply based on the intent and purpose of the JEA Utility Work.

b. The Plans Package shall be in the same format as The Department's contract documents for the Project and shall be suitable for reproduction.

c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, permitting, survey work, additional subsurface engineering (as required), utility coordination (telephone, fiber, cable, electrical, gas, etc.), and shall include a traffic control plan.

d. Construction costs for mobilization, clearing and grubbing, and MOT shall not be included in the cost of utility relocations. These construction efforts shall be accounted for in the roadway construction costs only and clearly identified in the schedule of values.

e. The Plans Package shall be prepared in compliance with the FDOT Utility Accommodation Manual and the FDOT Plans Preparation Manual and the Department's contract documents for the Project. If the FDOT Plans Preparation

Manual is updated and conflicts with the FDOT Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

f. The Design-Build Firm shall prepare the Utility Work's technical special provisions which are a part of the Plans Package, in accordance with The Department's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the Department for the Project.

g. The Design-Build Firm shall provide a copy of the proposed Plans Package to the Department, and to such other right of way users as designated by the Department, for review at the following stages: 90% and Final plans.

h. The Department shall furnish the Design-Build Firm such information from the Department's files as requested by the Design-Build Firm; however, the Design-Build Firm shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the utility facilities. The providing of information by the Department shall not relieve the Design-Build Firm of this obligation nor transfer any of that responsibility to the Department.

i. The Utility Work will include all utility facilities of JEA (except electric and fiber) which are located within the limits of the Project, except those facilities agreed to by JEA to be performed by their forces. These exceptions shall be handled by separate arrangement by the Department.

j. The Design-Build Firm shall fully cooperate and coordinate the Utility Work with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the Department.

k. Upon completion of the Utility Work, the facilities shall be deemed to be located on the public road or publicly-owned rail corridor under and pursuant to the Utility Permit to be issued by the Department or the City of Jacksonville. The Design-Build Firm shall facilitate and comply with all permit conditions and provide all disinfection, pressure testing, laboratory tests, etc. to obtain regulatory approval and clearance to place the utilities in service.

Increase in Value Credit

As part of the final submittal of the Plans Package, the Design-Build Firm shall also submit an estimate of the amount of the cost of the Utility Work that should be based on the credit required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:

a. Expired Service Life - If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies.

b. Upgrading - A percentage of the total cost of the Relocation Work based on the extent of the betterment obtained from the new Facilities will be applied.

c. Salvage Value - The Department shall receive fair salvage value credit for any salvage which will become available to the Design-Build Firm as a result of the Utility Work.

The Department shall review the calculations and advise the Design-Build Firm of any objections. In the event that the parties cannot come to an agreement, the Department's determination of the amount shall prevail.

Performance of Utility Work

a. The Design-Build Firm shall incorporate the Plans Package into its contract for construction of the Project.

b. The Department shall perform all engineering inspection, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package and will complete daily diary records showing approved quantities and amounts or weekly, monthly, and final estimates in accordance with the format required by the Department.

c. Testing, monitoring, and reporting shall be performed by the Design-Build Firm in accordance with standard industry practices for water and wastewater and in accordance with the JEA Water & Sewer Standards Manual, January 2015.

E. Roadway Plans:

General:

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

Design Analysis:

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the Department and FHWA on Federal Aid Oversights Projects. A PDF of the Typical Section Package and Pavement Design Package shall be submitted electronically for review prior to submitting a hardcopy. As a means of communicating intended and possible design solutions that meet established criteria, a minimum pavement design package is included as part of this RFP (Appendix F).

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

These packages shall include the following:

1. **Roadway Design:**

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

2. **Typical Section Package:**

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

3. **Pavement Design Package:**

   - Pavement Design (for permanent pavement and any temporary pavement)
     1. Minimum design period
     2. Minimum ESAL's
     3. Minimum design reliability factors
     4. Resilient modulus for existing and proposed widening (show assumptions)
     5. Roadbed resilient modulus
     6. Minimum depth of concrete pavement/structural asphalt thickness
     7. Cross slope
     8. Identify the need for modified binder
     9. Pavement coring and evaluation
     10. Identify if ARMI layer is required
     11. Minimum milling depth

4. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the district Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions are to be submitted to the District Drainage Design section. These activities and submittals should be coordinated through the Department's Project Manager.

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

The objective is to obtain approved stormwater treatment/attenuation design. This service shall include, but is not limited to the following:

- Identification, design, and permitting of a stormwater management system meeting State water quality and quantity standards within the Department's right of way.

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

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

The Design-Build Firm is responsible for evaluating the structural adequacy of all existing cross drains and storm sewer pipes to remain that are impacted by the proposed design and for strengthening or replacing these existing elements as necessary to satisfy the applicable criteria for the proposed loading condition.

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

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the District Drainage Engineer. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and Department observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the Department's District Drainage Engineer a signed and sealed Drainage Design Report. It shall be an As-Built Plan of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

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

- Stormwater treatment ponds shall only by constructed at the locations depicted in an approved Horizontal Layout (corresponding to either the Horizontal Layout in Appendix G or a Department approved ATC related to a horizontal alignment change).

- All stormwater treatment ponds are to be designed as wet detention systems unless otherwise indicated on the Horizontal Layout in Appendix G.

- Pond side slopes shall be designed and constructed so as not to require fencing. Fencing shall only be installed at ponds where required to satisfy limited access right of way fencing requirements.

- Locations of maintenance access for ponds shall be approved by the Department. Graded driveways shall be provided at all pond access locations. Fence gates shall be cantilever/sliding type gates.

F. Geometric Design:

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

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

The Design-Build Firm shall use design criteria as specified in the FDOT Plans Preparation Manual for this project unless otherwise noted.

The horizontal layout shall be per the layout provided in Appendix G or a Department approved Alternative Technical Concept (ATC). The typical sections shall be per the Typical Section Package in Appendix E or a Department approved ATC. The Department will not allow a reduction in the number of travel lanes, turn lanes, or storage lengths specified in Appendix G of this RFP.

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

I-95

a. The design speed shall be 70 mph.

b. The design vehicle shall be WB-62FL.

c. I-95 shall be designed to Interstate standards.

d. All pavement shall be concrete pavement.

I-295

a. The design speed shall be 70 mph.

b. The design vehicle shall be WB-62FL.

c. I-295 shall be designed to Interstate standards.

d. All pavement between Sta. 116+48.69 and the US 17 bridge crossing shall be concrete pavement.

US 17

a. The design speed shall be 50 mph.

b. The design vehicle shall be WB-62FL.

c. US 17 shall be designed to Urban Arterial standards.

Cole Road

a. The design speed shall be 45 mph.

b. The design vehicle shall be WB-62FL.

c. Cole Road shall be designed to Rural Collector standards.

d. Design criteria shall be as specified in the Florida Greenbook.

Ramps

a. Design speeds shall be a minimum as listed in the following table, Minimum Required Ramp Design Speeds. Unless otherwise noted, curves at ramp terminals that begin or end within 300 ft. of a signalized, stop, or yield condition may be designed for a 25 mph design speed. The remainder of the ramp must be designed using the design speed listed in the table.

b. The design vehicle for ramps shall be WB-62FL.

c. All ramp pavement west of US 17 shall be concrete pavement. As an exception, minimum concrete pavement limits on Ramp B are shown on the Horizontal Layout in Appendix G.

Minimum Required Ramp Design Speeds		
Ramp (As shown in Appendix G)	**Design Speed**	**Limits**
Ramp A	50 mph	Entire Ramp
Ramp B	30 mph	Curve at Airport Rd. Ramp Terminal
	50 mph	Elsewhere
Ramp C	45 mph	Entire Ramp
Ramp C1	35 mph	Entire Ramp
Ramp D	50 mph	Curve at I-295 Ramp Terminal
	35 mph	Elsewhere
Ramp D2	30 mph	Entire Ramp
Ramp E	50 mph	Entire Ramp
Ramp E17	30 mph	Entire Ramp
Ramp EB	50 mph	Entire Ramp
Ramp EN	50 mph	Entire Ramp
Ramp ES	50 mph	Entire Ramp
Ramp NE	50 mph	Entire Ramp
Ramp NW	30 mph (Loop Ramp)	Entire Ramp
	50 mph (Other Configurations)	Entire Ramp
Ramp SE	50 mph	Entire Ramp
Ramp SW	50 mph	Entire Ramp
Ramp W17	30 mph	Entire Ramp
Ramp WS	50 mph	Entire Ramp
Ramp WN	50 mph	Entire Ramp

Bridge Geometrics

a. Bridges over I-95 (Except Cole Road over I-95)

i. The minimum lateral offset to bridge piers and abutments on the outside of I-95 shall be 120.0-ft. RT and 120.0-ft. LT measured from the Baseline I-95.

ii. Intermediate piers in the median of I-95 shall be centered on the Baseline I-95.

b. Cole Road over I-95

i. The minimum lateral offset to bridge piers and abutments on the outside of I-95 shall be 150.0-ft. RT and 150.0-ft. LT measured from the Baseline I-95.

ii. Intermediate piers in the median of I-95 shall be centered on the Baseline I-95.

c. Bridges over CSX Railroad/US 17

i. The minimum distance between the BL Survey US 17 and the Begin Bridge abutment (face of retaining wall or toe of slope) shall be 139.0-ft.

ii. The minimum distance between the BL Survey US 17 and the End Bridge abutment (face of retaining wall or toe of slope) shall be 97.25 ft.

Vertical Geometry Requirements (All Facilities)

a. The Design-Build Firm is responsible for satisfying the base clearance requirements of the PPM. However, in no instance shall the top of pavement elevations be lower than the elevations listed in the table below. Elevations not provided in the table shall be determined using a straight line interpolation between the provided information. Base clearance calculations shall be submitted as part of the design documentation for each phase submittal and shall include a tabulation of the "required base clearance" and the "provided base clearance" demonstrating how the requirements are being met.

Stations and Minimum Top of Pavement Elevations*	
I-295 Eastbound	
Station (CL Construction I-295)	Minimum Top of Pavement Elevation (at edge of traffic lane*) (NGVD 29)
109+00	26.05
111+00	24.35
113+00	25.25
115+00	25.35
117+00	24.49
121+00	23.79
125+00	23.89
127+00	25.39
129+00	25.72
131+00	25.72
136+60	24.69
137+50	25.19
138+70	23.69
139+70	24.39
140+60	23.99
141+60	24.09
142+60	25.19

143+00	25.29
143+60	24.79
144+50	23.09
145+00	25.19
147+00	23.69
149+00	23.59
151+00	24.60
154+80	24.10
155+80	24.10
156+70	23.89
157+70	11.29
158+00	20.89
160+00	19.39
162+00	19.49
164+00	20.09
165+75	21.59
181+70	23.99
188+30	28.99
189+80	28.49
190+00	30.69
191+00	30.19
191+30	27.79
192+50	30.09
192+80	27.99
194+00	29.89
194+40	27.49
195+50	29.49
195+80	28.29
197+30	30.19
198+00	29.69
198+50	29.59
199+50	33.19
201+00	31.69
201+50	31.79
202+50	29.89
204+00	30.79
204+50	34.29
205+50	32.79
207+00	35.59
222+59	31.75
224+00	32.85

227+00	25.85
228+00	27.75
229+70	29.25
230+00	27.55
231+40	22.85
231+50	26.85
232+80	23.65
233+00	25.95
234+50	21.45
235+14	25.85
235+20	23.55
237+50	23.35
239+00	23.34
240+50	22.44
241+00	22.24
241+50	22.09
242+50	21.78
243+50	21.42
244+50	21.08
245+00	20.94
245+40	20.71
246+40	20.11
247+40	19.46
248+40	17.76
249+01	15.86
249+30	15.85
250+60	15.78
251+00	15.76
251+60	15.65
252+60	15.46
253+60	15.20
254+70	14.86
255+70	14.58
256+80	14.37
257+80	14.06
258+90	13.84
259+90	13.79
260+00	13.79
261+00	14.09
262+00	14.67
263+00	15.16

264+00	15.15
265+00	15.12
266+00	15.10
267+00	15.37
268+00	15.47
269+00	15.59
270+00	15.64
273+00	15.69
274+00	15.73
284+00	18.48
I-295 Westbound	
Station (CL Construction I-295)	Minimum Top of Pavement Elevation (at edge of traffic lane*) (NGVD 29)
116+00	24.15
118+00	24.48
126+00	23.29
128+00	25.89
134+00	24.89
136+00	24.59
138+00	24.94
140+00	23.29
142+00	24.94
143+10	24.94
147+00	23.89
152+00	22.39
153+00	25.39
154+00	24.99
176+60	32.09
178+00	31.79
179+50	31.09
181+00	28.99
182+50	29.59
183+00	26.49
185+00	27.09
188+80	23.89
191+40	26.29
192+90	26.29
194+50	27.59
195+80	28.29

197+00	29.49
197+40	28.49
198+90	28.79
200+00	29.89
200+30	29.19
202+00	29.79
203+00	33.39
204+80	31.09
206+00	33.99
206+07	31.39
208+00	30.79
209+55	34.09
211+00	34.09
212+50	32.49
218+00	32.45
218+90	32.45
221+56	32.95
222+95	30.55
224+47	29.35
225+93	27.25
227+53	26.35
229+04	27.05
230+10	22.15
231+00	22.65
232+00	23.45
233+00	23.05
234+10	24.65
235+00	24.25
236+00	22.95
237+00	22.85
238+00	22.55
239+00	22.15
243+00	22.56
246+00	22.19
248+00	21.57
253+00	19.92
257+00	18.36
259+00	17.53
261+00	16.82
263+00	16.44
265+00	15.54

267+00	15.43
269+00	15.49
271+00	15.45
279+00	15.26

*Note: The minimum top of pavement elevation shall be satisfied at the lowest edge of traffic lane within the roadway cross section.

Miscellaneous

a. The maximum retained fill height shall be 40-ft. For this purpose, the fill height shall be measured from the top of coping elevation to the top of leveling pad or footing elevation of the retaining wall.

b. Excavation material obtained from within Department right of way shall only be obtained from roadway and drainage cut areas or from proposed pond areas.

c. Fill heights (as defined in PPM Table 2.4.1) greater than 20-ft. at proposed bridge approaches shall be supported by retaining walls instead of providing roadside slopes. However, existing roadside slopes at bridge approaches with heights greater than 20-ft. may remain provided any modifications to the slopes meet the requirements of this RFP.

d. Where roadside slopes are used, the following requirements shall apply:

    i. The magnitude of proposed slopes shall not exceed the values specified in PPM Table 2.4.1 regardless of whether roadside barriers are provided.

    ii. Roadside slopes shall not be steeper than 1:3 except in locations constrained by right of way or in locations that minimize wetland impacts.

    iii. Roadside barriers may only be used in locations where permitted by PPM Table 2.4.1, where required by applicable design criteria, or where clear zone cannot be provided due to right of way or other constraints.

    iv. Where clear zone is not provided and roadside barrier is present, the flatter the slope specified in PPM Table 2.4.1 for areas inside the clear zone may be omitted.

    v. Tie-down slopes from proposed ditch berms shall not exceed the front slope criteria in PPM Table 2.4.1 where the height of fill is the vertical distance from the edge of the outside travel lane to the toe of the tie-down slope.

vi. Roadside slopes for ramps shall be determined based on Freeway criteria.

e. All existing FDOT fencing along the limited access right of way lines shall remain in place unless otherwise specified. The fencing may be temporarily removed where necessary for construction. FDOT fencing temporarily removed or damaged during constructed shall be replaced.

f. Remove existing FDOT fencing along limited access right of way lines adjacent to proposed ground mounted noise walls. Tie existing FDOT fencing to the ends of all ground mounted noise walls with Type B fencing. Provide 6-ft. high Type B fencing along all other limited access right of way lines if existing fence is not present. The Type B fencing shall be designed and constructed in accordance with FDOT standards.

g. Sidewalks shall be constructed at all locations shown on the Horizontal Layout in Appendix G.

h. A 10-ft. wide concrete shared use path shall be constructed along the east side of US 17 within the limits depicted on the Horizontal Layout in Appendix G. For portions of the path located within a pond berm, the minimum concrete thickness shall be 6-in.

i. The minimum limits of milling and resurfacing for asphalt pavement shall be as depicted on the Horizontal Layout in Appendix G.

j. Shoulders in excess of standard shoulder widths shall use the pavement design provided in Appendix F for the full width of the shoulder.

G. Design Documentation, Calculations, and Computations:

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

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

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

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

H. Structure Plans:

1. Bridge Design Analysis:

a. The Design-Build Firm shall submit to the Department final signed and sealed design documentation prepared during the development of the plans.

b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% bridge plans.

c. The Design-Build Firm shall "Load Rate" all bridges in accordance with the Department Procedure 850-010-035 and the Structures Manual. The Bridge Load Rating Calculations, the Completed Bridge Load Rating Summary Detail Sheet, and the Load Rating Summary Form shall be submitted to the Department for review with the 90% superstructure submittal. The final Bridge Load Rating Summary Sheet and Load Rating Summary Form shall be submitted to the Department for review with the Final superstructure submittal. A final, signed and sealed Bridge Load Rating, updated for as-built conditions, shall be submitted to the Department for each phase of the bridge construction prior to placing traffic on the completed phase of the bridge. A final, signed and sealed Bridge Load Rating, updated for the as-built conditions as part of the As-Built Plans submittal shall be submitted to the Department before any traffic is placed on the bridge. The Bridge Load Rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

d. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in HEC 18.

e. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of way.

f. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

g. If the Design-Build Firm proposes to lengthen an existing bridge culvert or otherwise modify the loading condition on an existing bridge culvert, the Design-Build Firm shall first perform an LRFR load rating of the existing culvert (in its existing condition). If any LRFR design inventory or FL 120 Permit rating factors are less than 1.0, the Design-Build Firm shall calculate rating factors using LFR. If any LRFR or LFR inventory load rating factors are less than 1.0, a revised load rating may be performed in accordance with SDG 7.1.1.C. If any LFR inventory rating factors remain less than 1.0, the

Design-Build Firm shall be responsible for replacing or strengthening the culvert. Inventory rating factors for both the existing culvert and any lengthened culvert sections shall be greater than or equal to 1.0 in the final condition using the controlling method (LRFR or LFR) resulting from the existing culvert analysis described above.

2. **Criteria**

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

a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V.A.

b. Bridge Widening: The minimum deck thickness for bridge widening shall be 8½" which shall include the sacrificial thickness specified in the Structures Design Guidelines for Long Bridges. New widened sections of bridge decks shall meet the finish and smoothness requirements in the Specifications for Long Bridges. New widened sections of bridge decks shall be grooved in accordance with the Specifications to match the finish of the existing bridge deck surface.

c. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing structure that is in use, the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing and detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

d. The LRFD Operational Importance Factor shall be 1.0 for all bridges.

e. The minimum environmental classifications for all bridges are as follows:

Bridge No.	Superstructure	Substructure	
		Concrete	Steel
720405	N/A	Moderately Aggressive	N/A
720836	Slightly Aggressive	Slightly Aggressive	Moderately Aggressive
720837	Slightly Aggressive	Extremely Aggressive	Extremely Aggressive
720838	Slightly Aggressive	Moderately Aggressive	Extremely Aggressive
720839	Slightly Aggressive	Slightly Aggressive	Moderately Aggressive
720840	Slightly Aggressive	Extremely Aggressive	Extremely Aggressive
720841	Slightly Aggressive	Extremely Aggressive	Extremely Aggressive
720842	Slightly Aggressive	Moderately Aggressive	Moderately Aggressive

f. Unless specified elsewhere in this RFP, minimum horizontal clearances to bridge piers and abutments and minimum vertical clearances shall conform to the requirements of the Plans Preparation Manual (PPM). Applicable design variations and exceptions are provided in Appendix H.

g. The aesthetic requirements detailed in Appendix Q shall be incorporated into the design of the structures.

h. Apply a Class 5 Applied Finish Coating to all proposed bridges within the I-95/I-295 Interchange and the associated retaining walls at the bridge approaches. Surfaces to be coated are as follows:

   i. Exterior vertical face of outside traffic barriers (bridge and retaining wall mounted).
   ii. External edge of deck slab (coping) and underside of deck overhang at exterior beams.
   iii. External face of exterior beams.
   iv. Exterior face and underside of segmental concrete box girders.
   v. All exposed surfaces of piers.
   vi. All exposed surfaces of end bents.
   vii. All exposed surfaces of wall copings.

i. All permanent retaining walls shall have a concrete facing. MSE wall panel finish shall be fractured fin.

j. Ground Mounted Noise Walls: Panels shall consist of flush panels with a Type "H" finish on the front face. Posts shall have a Type "H" finish on the front face. The color of the noise walls shall match the existing noise walls constructed under FIN 213217-2-52-01 (I-95 Pavement Rehabilitation from J.T. Butler Boulevard to Atlantic Boulevard). The Design-Build Firm shall

submit a color sample to the Department for review and approval prior to application of the coating.

k. Provide full-height cheek walls at the following locations:

   i. Exposed ends of all end bents.
   ii. Exposed ends of piers where the difference in the exterior beam depth in adjacent spans is greater than 9".
   iii. Exposed ends of piers where the ends of exterior beams in adjacent spans are offset in plan.
   iv. Edges of beam ledges for Inverted-T pier caps.

l. With the exception of Bridge No. 720836 (I-295 over CSX Railroad/US 17), the exterior beams/girders for all spans of a multi-beam bridge shall have the same depth for aesthetic purposes.

m. Each bridge shall be of a single superstructure type and material.

n. The superstructure for the Ramp EN and Ramp WS Flyovers shall consist of segmental concrete box girders. For this purpose, a flyover shall be considered any bridge carrying the ramp with a total length of 500-ft. or more and spliced post-tensioned U-Girders do not meet the definition of segmental construction.

o. Intermediate pile bents shall not be permitted.

p. Integral abutments shall not be permitted.

q. All bridge foundations shall be deep foundations.

r. Each individual pile bent or pile supported footing shall be supported by a minimum of four piles.

s. NO PILE DRIVING (including sheet pile) shall be allowed during the following times:

   - Before 7:00 a.m. or after 7:00 p.m., Monday through Friday
   - All day on Saturdays, Sundays, and Holidays

t. For fill slopes in front of end bents or abutments, the magnitude of the slope shall not exceed 1V:2H unless a steeper slope is required to match the existing slope for bridge widening.

u. For permanent retaining walls, partial height walls such as perched walls or toe-walls, as defined in the 2016 FDOT Structures Manual, shall not be permitted with the exception of perched walls where the fill slope at the base of the wall consists of a pond maintenance berm and side slope.

v. All culverts shall meet clear zone requirements where sufficient right of way exists. The Department will not approve the use of permanent roadside

barriers to protect culverts within the clear zone where the right of way is sufficient to extend the culvert.

w. All elements of proposed permanent bridge drainage systems shall be hidden from view.

x. Conduits for lighting or utilities shall not be mounted to exposed faces of bridge elements or MSE walls.

y. For multi-beam bridges with concrete beams, expansion joints shall consist of Strip Seals (Index No. 21100) or Poured Joint with Backer Rod (Index No. 21110).

z. Where a non-standardized superstructure expansion joint is required (e.g. a finger joint or modular joint), a finger joint shall be used. It shall be self cleaning with an elastomeric seal inserted between steel keepers, flush with the underside of the finger joint. The joint shall be designed to allow replacement of the elastomeric seal.

aa. Noise wall heights shall be as noted on the Horizontal Layout in Appendix G. The height of ground mounted noise walls shall be measured from the finished grade. The top of wall elevations for the ground mounted noise walls shown on the Horizontal Layout in Appendix G shall not be lower than the following elevations:

Location	Minimum Top of Wall Elevation (NAVD)
Sta. 111+00 to Sta. 118+50	37.75
Sta. 122+00 to Sta. 141+00	37.75
Sta. 141+00 to Sta. 142+50	35.75

bb. Bridge deck and surface drainage at bridges shall be designed such that all drainage is carried away from the railroad right of way.

cc. All bridges shall be considered "critical" for the evaluation of vehicular collision forces in accordance with Section 2.6 of the Structures Design Guidelines.

dd. No portion of a proposed structure, above or below ground, shall be located within the CSX Railroad right of way except for those overhead elements that satisfy the minimum vertical clearance requirements specified in the PPM.

ee. A 6'-0" high fence (Index No. 810) shall be installed on all new and existing exterior traffic barrier located within the CSX right of way. The fence shall be black PVC coated.

ff. Specified minimum vertical clearances for bridges shall be satisfied for the future lane configuration on I-295 described in Section I of this RFP.

gg. The Design-Build Firm shall construct a concrete barrier wall with visual barrier within the limits shown on the Horizontal Layout in Appendix G. The total height of the visual barrier shall be 8-ft. including the height of the traffic barrier. The visual barrier shall be located along the outside shoulder of the roadway located closest to the right of way line in the southeast quadrant of the interchange. The details of the concrete barrier wall with visual barrier shall match the details in Index No. 5210.

I. Specifications:

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

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at the time the Bid Price Proposals were due in the District Office, all Division II and III specifications provided as Attachments to this RFP, and any signed and sealed Technical Special Provisions. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package shall be prepared, signed and sealed by the Design-Build Firm's Engineer of Record who has successfully completed the mandatory Specifications Package Preparations Training.

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

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

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

https://www2.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fspecificationspackage%2fDefault.aspx.

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

J. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be in conformance with the Department's Plans Preparation Manual when submitted to the Department and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. The Department shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Department's procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Department's review is not meant to be a complete and detailed review. Upon review and approval of the shop drawing, the Department will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted."

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.

K. Sequence of Construction:

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

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

L. Stormwater Pollution Prevention Plans (SWPPP):

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

M. Temporary Traffic Control Plan:

1. Traffic Control Analysis:

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

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

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

Transportation Management Plans (TMPs) are required for significant Projects which are defined as:

1. A Project that, alone or in combination with other concurrent Projects nearby, is anticipated to cause sustained work zone impacts.

2. All Interstate system Projects within the boundaries of a designated Transportation Management Area (TMA) that occupy a location for more than three days with either intermittent or continuous lane closures shall be considered as significant Projects.

This project is considered a significant project.

A TMP will consist of three components:

(1) Temporary Traffic Control (TTC) plan component;
(2) Transportation Operations (TO) component; and
(3) Public Information (PI) component.

Additional information can be found in Volume 1 / Chapter 10 of the PPM.

2. Temporary Traffic Control Plans:

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

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

If temporary signals are utilized for traffic control or if existing signals are modified for traffic control, they shall be fully actuated. Pre-timed signals will not be allowed.

Minimum lane widths shall be 12-ft. during all traffic control phases. The Design-Build Firm shall maintain turn lane storage lengths during MOT equivalent to existing conditions. For ramps, existing acceleration and deceleration lengths shall not be reduced during times when lane closures are restricted.

Travel lanes comprising of a multi-lane section in one direction shall not be split from each other to facilitate maintenance of traffic.

All temporary traffic diversions, if they are utilized to maintain traffic during construction operations, shall be designed with a minimum structural number of 3.0. A minimum 4" Type SP Structural Course surface layer shall also be provided. These guidelines are a minimum requirement. The Design-Build Firm shall design and construct temporary pavements based upon the anticipated traffic expected during the life of the temporary diversion. All temporary pavement shall conform to the requirements of the Specifications.

3. **Traffic Control Restrictions:**

There will be NO LANE CLOSURES allowed during the following hours:

- **I-95**
  - NO SINGLE LANE CLOSURES ALLOWED from 6:00 a.m. to 9:30 a.m. and from 3:30 p.m. to 7:00 p.m. Monday through Thursday
  - NO SINGLE LANE CLOSURES ALLOWED from 6:00 a.m. Friday through 7:00 p.m. Sunday
  - NO DOUBLE LANE CLOSURES ALLOWED from 5:30 a.m. to 9:00 p.m. Monday through Thursday
  - NO DOUBLE LANE CLOSURES ALLOWED from 5:30 a.m. Friday through 9:00 p.m. Sunday
  - NO DETOURS, PACING OPERATIONS, OR RAMP CLOSURES ALLOWED from 5:00 a.m. to 10:00 p.m. Monday through Thursday
  - NO DETOURS, PACING OPERATIONS, OR RAMP CLOSURES ALLOWED from 5:00 a.m. Friday through 9:00 p.m. Sunday
- **I-295**
  - NO LANE CLOSURES ALLOWED from 5:00 a.m. to 10:00 p.m. Monday through Thursday
  - NO LANE CLOSURES ALLOWED from 5:00 a.m. Friday through 8:00 p.m. Sunday
  - NO DETOURS, PACING OPERATIONS, OR RAMP CLOSURES ALLOWED from 5:00 a.m. to 10:00 p.m. Monday through Thursday
  - NO DETOURS, PACING OPERATIONS, OR RAMP CLOSURES ALLOWED from 5:00 a.m. Friday through 9:00 p.m. Sunday
- **US 17**
  - NO LANE CLOSURES ALLOWED from 6:00 a.m. to 9:00 p.m.
  - NO DETOURS, PACING OPERATIONS, OR RAMP CLOSURES ALLOWED from 5:00 a.m. to 10:00 p.m. Monday through Thursday
  - NO DETOURS, PACING OPERATIONS, OR RAMP CLOSURES ALLOWED from 5:00 a.m. Friday through 9:00 p.m. Sunday

A lane may only be closed during active work periods. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the District Two public information officer. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

The following additional traffic control restrictions apply:

1. A reduction in the posted speed limits in work zones shall not be allowed.
2. There shall be no detours or pacing operations except as contemplated by this RFP.
3. For all roadways except Cole Road, at least one lane of traffic in each direction shall remain open at all times except during allowable detour timeframes. For Cole Road, at least one lane of traffic shall remain open at all times except during allowable detour timeframes.
4. Detours on I-95, I-295, and US 17 will only be allowed to accommodate overhead bridge work (such as beam erection or deck placement activities), overhead span sign structure installation, or critical pavement tie-ins.
5. Traffic on Cole Road shall only be detoured as required to construct connections from the new bridge approaches to the existing roadway. Traffic shall not be detoured more than 21 days, cumulative.

6. Detours on I-95 and I-295 shall be restricted to one direction at a time.
7. All detours shall be designed to accommodate a WB-62FL design vehicle. All detour plans shall be signed and sealed by a Professional Engineer registered in the State of Florida.
8. Lane closures on US 17 shall not be performed in conjunction with traffic pacing or detours on I-95 or I-295.
9. The existing loop ramp from I-95 SB to I-295 EB (previously abandoned and to be removed with this project) shall not be used for maintenance of traffic purposes.

NO LANE CLOSURES are allowed on the Project during the times shown below so as to minimize potential impacts to the following events:

- Friday before through the Sunday after the Florida-Georgia football game
- The day of the Jaguar home football games (Preseason, Regular including Monday and Thursday Night and postseason)
- The day before through the day after the Gator Bowl
- The day before through the day after the Greater Jacksonville Agricultural Fair
- The Monday through Sunday of the Greater Jacksonville Kingfish Tournament
- The Saturday and Sunday of the Isle of Eight Flags Shrimp Festival
- The Day of the Daytona 500 and the Coke Zero 400
- The day prior to through the day after Daytona Bike Week
- The Friday through the close of Daytona Speed Weeks
- The Friday through the close of Biketober Fest
- Advance Auto Parts Monster Jam
- One Spark

N. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permittable. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, the Department is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications or subsequent permit applications.

The Department has conducted an investigation of the Project site and determined that potential gopher tortoise habitats could be impacted by the Project. All coordination by the Design-Build Firm with the Department regarding gopher tortoises will be completed through the District Environmental Management Office. If the Department has determined that suitable gopher tortoise habitat exists in the project area, then the Design-Build Firm shall be responsible for the potential gopher tortoise burrow survey that could be impacted by the Project including any areas to be used for construction staging. The Design-Build Firm shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the Project including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC). The Department must verify the completeness and accuracy of the assessment prior to commencement of any permitting or construction activities.

Any areas where the Design-Build Firm proposes to protect burrows to remain on-site with "exclusionary fencing" shall be reviewed and approved by the Department. The Design-Build Firm shall submit an "exclusionary fencing" plan for review prior to any "exclusionary fencing" installation. If there are unavoidable impacts to gopher tortoise burrows, the Design-Build Firm shall be responsible for preparing required documentation for the Department to obtain a FWC permit for the relocation of gopher tortoises and commensals from burrows which cannot be avoided. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. As the "permittee", the Department is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Department has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to FWC. A copy of the permit and any subsequent reports to FWC must be provided to the District Environmental Management Office or District Environmental Permit Office, as appropriate. If FWC rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. Once the permit is obtained, the Design-Build Firm shall notify the Department at least one week prior to the relocation of gopher tortoises.

If gopher tortoise relocations are phased throughout the construction, the Design-Build Firm shall notify the Department at least one week prior to each relocation phase. The Department will provide oversight of the relocations and ensure permit compliance. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the relocation permit valid throughout the construction period. The Design-Build Firm shall provide the Department with draft copies of requests to modify the permits and/or requests for permit extensions, for review and approval by the Department prior to submittal to the Agencies. The Design-Build Firm shall provide the appropriate reports as required by the permit conditions, including closing out the permit. The Design-Build Firm shall note that permits for gopher tortoise relocation for areas outside of the Department owned Right-of-Way (i.e. utility easements; license agreements) cannot be obtained with the Department as the "permittee," per FWC requirements. Should permits in areas outside of the Right-of-Way be required, the Department will still perform the oversight of the process as described above. 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.

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

1. Wetlands and Mitigation

O. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria.

The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shown in Appendix K shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the Department. Any existing sign structure to be removed (except DMS sign structures) shall not be relocated and reused, unless approved by the Department.

The structural design for any existing sign support structures to remain shall be evaluated for any new or modified sign panels. This evaluation shall be in accordance with the applicable codes, manuals, and guidelines specified in Section V.A. of this RFP. Any existing sign structure not meeting the applicable criteria shall be replaced by the Design-Build Firm.

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

Overhead sign trusses that span both directions of traffic on I-95 or I-295 are not permitted for new sign structures.

P. Lighting Plans:

The Design-Build Firm shall prepare lighting plans in accordance with Department criteria. All lighting shall be LED lighting. For coordination and locates on the Department's lighting system, contact Jacksonville Maintenance at (904) 360-5200.

The Design-Build Firm shall develop and submit for approval, a Load Center/Circuit/Pole Number identification plan that is compatible with the adjacent lighting systems maintenance identification scheme.

Where existing roadway lighting circuit sources (services, load centers, etc.) are being removed, the Design-Build Firm shall either:

1. Provide a new load center per current codes and all applicable criteria.
2. Identify an existing load center capable of feeding the existing and proposed lighting while meeting all current codes and all applicable criteria.

All modified load centers shall comply with all applicable criteria and shall be in like new condition.

Existing light poles, luminaire arms, luminaires, and load centers identified for removal shall be coordinated with the Department as to whether these features will become the property of Design-Build Firm or salvaged, transported, and delivered to the Department for future use.

The Design-Build Firm shall perform detailed field reviews. Review and document all lighting (poles/luminaires, sign luminaires, etc.), circuiting, load centers, service points, utility transformers, etc., within the scope of work. This review includes: conductors, conduit, grounding, enclosures, voltages, mounting heights, pullboxes, etc. This review also includes circuits outside the scope of work that originate or touch this Project's scope of work.

All deficiencies within the Project scope shall be identified and corrected. Any deficiencies outside the Project scope shall be brought to the attention of the Department.

After the field reviews are completed, all damaged and/or non-functioning equipment shall be documented and forwarded to the Department prior to the start of construction. All damaged and/or non-functioning equipment within the scope of work are required to be replaced or repaired to meet all applicable criteria and shall be in like-new condition.

Where new electrical services are required, the Design-Build Firm shall coordinate the final locations of the distribution transformer and service pole to minimize service and branch circuit conductors and conduit lengths. Each service point shall be separately metered.

The Design-Build Firm shall comply with the requirements of each jurisdictional authority within the Project limits. Compliance with the jurisdictional authority includes but is not limited to: field reviews, technical meetings, special deliverable, etc. It is the Design-build Firm's responsibility to verify and comply with all jurisdictional authority's requirements.

Q. Signalization and Intelligent Transportation System Plans:

1. General

The Design-Build Firm shall prepare Signalization and Intelligent Transportation System (ITS) Plans in accordance with Department criteria.

All traffic signal controller assemblies shall be compatible and interchangeable with the existing traffic signal equipment within the City of Jacksonville and shall be provided with a UPS.

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

- Key Sheet
- Signature Sheet
- Tabulation of Quantities (list applicable FDOT pay item numbers)
- General Notes
- Legend
- Pole Data Sheet
- Project Layout sheets showing locations of field elements and plan sheet layout
- Plan Sheets (1" = 100' with 1" = 40' details as required) providing details on ITS field device locations, fiber optic cable routing, electrical service, pull boxes, cabinets, trenching, HDD, and other reference features such as guide signs, structures, roadway and drainage features, existing ITS features, utilities, right of way, easements, wetlands, etc.
- Roadway cross-section at each ITS field device location
- Detail Sheets:
  - Structure, attachment, display/layout (all field elements)
  - Power Service Distribution
  - Wiring and connection details
  - Conduit, pull box, and vault installation
  - Communication Hub and Field Cabinets
  - System-level block diagrams
  - Device-level block diagrams
  - Field hub/router cabinet configuration details

- Fiber optic Splicing Diagrams
- System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs
- Geotechnical information supporting ITS foundation and structure design

The Design-Build Firm shall complete the ITS Design Checklist provided in Appendix P.

The Design-Build Firm shall prepare, submit and seek Department approval for all the required plans and documents, schematic diagrams, cabling/wiring diagrams, splice diagrams, and other pertinent information related to the equipment, materials and incidentals required for a fully functional system.

An ITS Communications meeting shall be held within 30 days after contract execution and prior to the start of ITS design. The Design-Build Firm shall have members of both the design and construction team present at this meeting. The Department and CEI shall also have relevant personnel attend. This meeting will be used to review the existing communications layout, the proposed temporary communications layout, and the proposed future communications layout; provide contact information for all relevant project personnel; and review the constraints for communications disruptions as detailed within this RFP and other Contract Documents.

The Design-Build Firm shall submit the following Systems Engineering documents to the Department for approval. The contents of each submittal shall be in accordance with the requirements outlined in Florida's Statewide Systems Engineering Management Plan.

1. System/Subsystem Requirements Specification
   http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Deploy/SEMP/ApxG.pdf

2. System Test Plan
   http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Deploy/SEMP/ApxJ.pdf

3. Test Procedures
   http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Deploy/SEMP/ApxK.pdf

4. Test Report
   http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Deploy/SEMP/ApxL.pdf

5. Quality Management Plan
   http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Deploy/SEMP/ApxN.pdf

The Design-Build Firm is responsible for ensuring project compliance with the Regional ITS Architecture and Rule 940 as applicable. This includes, but is not limited to, the development or update of a concept of operations, the development or update of a Systems Engineering Management Plan (SEMP), and Requirement Traceability Verification Matrix (RTVM) as well as coordination of document review. The Systems Engineering documents shall be submitted and approved by the Department prior to any phase plan submittals.

The Design-Build Firm shall furnish, install, integrate, configure, test, and document all ITS infrastructure components, ITS field elements, and network equipment necessary to make the Project operational and fully integrated with (and operational from) the FDOT Jacksonville Regional Transportation Management Center (RTMC). All ITS equipment shall conform to the requirements listed elsewhere in this document and shall consist of those items found on the Department's Approved Products List

(https://fdotwp1.dot.state.fl.us/ApprovedProductList) and the existing list of devices and components supported within the SunGuide software or other specified software, unless otherwise approved by the Department. The Design-Build Firm shall validate that proposed devices are compatible with the existing RTMC system prior to all submittals. The Design-Build Firm shall utilize the Traffic Control Equipment Submittal Data Form (Form 750-010-02) for approval of all ITS used on the project. Unless otherwise noted, existing ITS devices and infrastructure that meet the requirements of this RFP may remain or may be relocated and incorporated into the final project. In addition, the Design-Build Firm shall be responsible for the following:

1. Communications System – The Design-Build Firm shall provide full connectivity for ITS field elements installed on the Project. The Design-Build Firm shall provide a communication subsystem that is an open-architecture, non-proprietary, real-time multimedia communication network, which is fault-tolerant. The Design-Build Firm shall provide a hierarchical network design utilizing Layer 3 Ethernet switches from the Master Hub(s) to the RTMC, and Layer 2 Field Ethernet switches between ITS field devices. The Design-Build Firm shall coordinate with the District ITS Engineer to establish the interconnect plan and shall provide connectivity between the fiber backbone cable installed on this project and the existing Master Hub at the I-95/I-295 Interchange. All existing or relocated devices shall be integrated with the existing master switch. The Design-Build Firm shall work closely with the District to confirm the preferred network architecture. The final network architecture, along with the associated FOC splicing diagrams, shall be included with the 90% plans for review and approval by the Department.

2. Conduit and Pull Boxes – The Design-Build Firm shall modify the existing fiber optic conduit, pull box and splice vault system and shall install a new fiber optic conduit, pull box and splice vault system as necessary to accommodate the proposed improvements. Provide three 1.25" conduits for backbone fiber cable (one for fiber, one for locate wire, and one spare); two 1.25" conduits for drop fiber cable (one for fiber and one spare); and 2" conduit for composite cables and power. The backbone conduits shall be orange for fiber, yellow for locate wire and white for spare. The fiber and composite drop conduits shall be orange. Power conduits shall be grey. New backbone fiber conduit shall be located approximately 10' inside the right of way except as required to avoid wet areas, ditches, and other unavoidable obstacles. Such exceptions shall be highlighted in the plans and subject to approval by the Department. All ITS pull/splice boxes (including electrical) shall be provided with a locking and security system, preferably by bolting them down, to prevent theft/vandalism. Pull/splice box dimensions shall be per section 635 of the Specifications. Conduits for lighting and ITS shall not be placed in the same trench.

3. Locate System – The locate system shall be per Section 630 of the Specifications except for above ground route markers, which are not desired. All fiber optic pull boxes and splice vaults must be furnished with a locate ball marker which uses the telecommunications industry frequency and color code for locate markers.

4. Fiber Optic Cable – The Design-Build Firm shall provide a 96-count single-mode fiber optic cable (FOC) for all new backbone FOC. The Design-Build Firm shall provide 12-count single-mode FOC drops from the backbone FOC to ITS cabinets. Drop FOC shall be a single cable (no splices) from the backbone FOC to the ITS field cabinet. All 12 single-mode fibers shall be spliced at the backbone. Pre-terminated patch panels shall be provided at each ITS cabinet with ST type connectors. The 12 single-mode fibers must

enter the signal cabinet and terminate all 12 fibers on a new 12 fiber patch panel. In the case where there are multiple signal cabinets at an intersection, only one cabinet shall be connected via 12-count single-mode fiber to the backbone cable provided the cabinets have an existing interconnect. The Design-Build Firm shall design and implement a "leap-frog" network architecture utilizing three fibers such that no adjacent ITS field elements utilize the same fiber pair ring.

The fiber network shall utilize the blue buffer tube for backbone communications and the orange buffer tube for distribution at the field level. The white buffer tube is allocated to the City of Jacksonville Signals Department and will be used to provide fiber drops to all cabinets as described within this document. The remainder of the fiber buffers are allocated to other agencies and shall be continuous throughout the project unless an end to end splice is required.

5. Electrical – The power subsystem shall contain readily accessible, manually resettable or replaceable circuit protection devices (such as circuit breakers or fuses) for equipment and power source protection. Step-up or step-down transformers shall be provided as required. No 600v electrical runs will be allowed. Power services shall be limited to a maximum of 480v. At no time shall the voltage being used to power any ITS equipment be stepped up using a transformer to exceed 480v. An appropriately sized electric service panel shall be provided in each ITS cabinet, based on electrical load of the cabinet. When determining the electrical load at each cabinet, include the cumulative electrical load of the ITS devices and all electrical devices in the cabinet, plus an additional 200W of power and one additional 20A circuit for maintenance tools. At least two NEMA 5-15R type GFCI protected outdoor rated receptacles shall be provided in each ITS cabinet for use by maintenance personnel.

   When determining conductor sizes, use the total load at each cabinet plus a 9 amp load for the maintenance receptacle at the furthest cabinet on each power circuit while not exceeding the supply voltage tolerance of 5% drop from the nominal 120 VAC within the cabinet, or any other point in the power circuit. Power cables shall be marked with a permanent weatherproof tag at each electrical facility and exit point from conduits (i.e., ITS cabinet, pull boxes, junction boxes, transformers, etc.). This tag shall indicate the general direction of the cable(s) to the next facility where the cable is located. Plans and supporting calculations shall clearly show all electrical requirements, loads, wire sizes, grounding, lightning and surge protection, meters, disconnects, and all elements necessary for a complete and functional design. All electrical cabling shall be copper.

6. Surge Protection – The Design-Build Firm shall furnish and install surge protectors for all cables and conductors (power, video, and data). The Design-Build Firm shall provide all ITS field installation sites with both primary and secondary surge protection on the AC power. The Design-Build Firm shall connect the primary surge protection at the service entrance or main disconnect and connect the secondary surge protection on the power distribution to the equipment. The Design-Build Firm shall provide a TVSS both ahead of and behind (i.e. on the supply side and the load side of) all ITS device electronics.

7. Field Devices, General – ITS infrastructure shall be installed in areas where maintenance can be performed and not at the bottom of swale, ditch or low lying areas along the shoulder of the road. All devices shall be placed to accommodate full clear zone without the use of shielding, unless shielding is being installed for other reasons. All ITS field

devices shall be readily accessible from a service vehicle. New device placement shall minimize to the extent possible the need for Maintenance of Traffic when maintaining the device or other components at th site. All field devices (including pull boxes and splice vaults) shall utilize a special naming convention (as provided by the Department) that shall be used in all design and reference documents. Any existing field devices not specifically addressed by this RFP (BlueTOAD, RWIS, etc.) shall be relocated to the same general area as the existing device.

8. Microwave Vehicle Detection System (MVDS) – Existing MVDS devices shall be relocated to the same general area as the existing device. At least one MVDS shall be installed along each new ramp and may be located with a proposed CCTV camera. The vehicle detector units shall be dual-radar microwave detectors that are capable of self-calibrating with a minimum detection range of 250 feet. The MVDS shall be positioned so that speed, volume, and occupancy of each lane at the MVDS site can be detected and measured independently. Any new MVDS installed as part of this project shall be capable of detecting per-vehicle speeds. All MVDS devices shall be located such that obstructions do not provide any interference, occlusions or undesired reflectance of the radar beams produced by and reflected back to the MVDS.

9. CCTV Cameras – The Design-Build Firm shall design and install digital CCTV cameras as necessary to provide full coverage of mainline and ramps throughout the limits of the project, inclusive of interchanges. CCTV coverage shall extend through the limits of the advance signing. Crossroad coverage at interchanges shall be provided a minimum of 1,000 feet in each direction from the centerline of the mainline roadway. Existing CCTV cameras shall be relocated to the same general area as the existing device. At least two CCTV cameras shall be installed along each new flyover ramp. If bridge mounted, the cameras shall be located near a pier location to minimize vibrations and shall be located such that at least one lane of traffic can remain open while the camera is accessed by a maintenance vehicle on the bridge deck. If construction of the project improvements introduces obstructions that interfere with full coverage of the facilities provided by existing CCTV cameras, the existing cameras shall be relocated or new cameras shall be added in order to provide full coverage. CCTV cameras shall be spaced no greater than 1-mile apart. CCTV cameras shall be located such that all portions of the roadway can be observed from the RTMC. Provide field coverage shots for all cameras to the Department for review prior to final design. CCTV coverage of each DMS display shall also be provided to allow RTMC operators to verify DMS messages. CCTV cameras shall be digital high-definition, dome type, pressurized cameras with capabilities to see in color through fog and with the use of ambient lighting. CCTV camera poles shall be concrete and cameras shall be mounted a minimum of 50' above the adjacent roadway section. A camera lowering device shall be provided for all CCTV poles installed as part of this project. The camera composite cable shall be placed in a conduit inside the pole to keep the lowering device cable from coming into contact with the composite cable.

10. Dynamic Message Sign (DMS) – Any existing DMS panels that are removed shall be relocated or replaced with a new DMS panel in the same general area. New DMS panels shall have an 18 inch character height, 3 lines of text with 21 characters per line, and 20mm pixel pitch. The enclosure type shall be walk-in. The DMS support structure type shall be cantilevered. The UPS provided shall provide power for a minimum of 2 hours with the sign displaying 3 full lines of text, plus the operation of all other electrical equipment in, and connected to the cabinet (inclusive of fans and lights).

11. ITS Cabinets – Pole-mounted ITS cabinets shall be utilized to the extent possible. All ITS device cabinets shall come equipped with sunshields and automatic generator transfer switches with an external lockable generator receptacle. All doors on ITS device cabinets shall have a padlock with an electronic cylinder lock installed. A key shall be provided for each lock which is USB rechargeable. An ITS cabinet shall be provided for each ITS field device location. Where CCTV, DMS and/or MVDS installations are in close proximity, one ITS cabinet capable of housing all associated equipment can be used, if possible. Where ITS equipment utilizes a shared cabinet, a calibration/SPD cabinet shall be provided for the remote device. All CCTV/MVDS cabinets shall be type 336S.

    The Design-Build Firm shall ensure the cabinets are clean, neat and consistently organized. No loose cabling within the cabinet shall be permitted. Cables shall be of proper length with some slack. Cables shall be carefully and neatly routed within the cabinet and loosely tied so as to not crimp or deform the cables. The cabinet with same/similar equipment shall be organized in the same fashion:

    - Components shall be mounted by the same means and in the same locations
    - Power cords shall be connected to the same outlets
    - Devices shall be plugged in the same ports on the switch
    - Fiber optic cables shall be connected the same way (such as the fiber heading north is always on port one, etc.)
    - Cables and connectors shall be properly labeled

    The Design-Build Firm shall provide the following additional features for each ITS cabinet:

    - Each ITS field cabinet shall serve as a local hub with a Managed Field Ethernet Switch (MFES). The communication between ITS cabinets shall utilize MFES operating on a 1 gbps Ethernet Optical Network. Each MFES shall have a minimum of 8 copper ports and a minimum of 2 optical ports with a capability of 1gbps.
    - Concrete work pad a minimum of 4' x 8' x 6"

12. Calibration Cabinet – Each Calibration/SPD cabinet shall provide local access to the CCTV and MVDS for configuration, maintenance, and testing. Calibration/SPD cabinet shall be NEMA 3R rated and shall meet the following requirements:

    - SPD devices for all copper conductors
    - An RS-232 connection at MVDS sites, which shall be separate from the MVDS connection to the nearby ITS cabinet
    - Pole mounted with bottom of the SPD cabinet 4 feet above the adjacent ground surface
    - When pole mounted, orient cabinet to avoid conflicts with lowering device and camera and cabinet/cabinet door
    - Mounted with stainless steel banding without covering access ports
    - All conduit connections shall be "liquid tight" and weatherproof
    - Fabricated from 5052 H32 0.125" aluminum
    - Minimum dimensions: 13.125" tall, 10.75" wide, 10.5" deep
    - Locking door, keyed to standard lock type #2A, with 2 sets of keys per box
    - Neoprene gasket door seal

- Electrical breakers for each MVDS and CCTV component, which shall be sized per CCTV and MVDS manufacturer recommendations

The Design-Build Firm shall submit an Excel spreadsheet document listing all IP addresses utilized in the Project in a format easily understood depicting, at a minimum, the following information: Device Name, Device Type, Sheet Number (from Plans), Station, Offset, Mile Marker, Route, Direction of Travel, Coordinates (northing, easting), and IP Address. The Design-Build Firm shall not use any IP addressing scheme or IP addresses other than those provided by the Department.

The Design-Build Firm shall design and construct the proposed fiber optic cable for the Intelligent Transportation System prior to removing the existing infrastructure. The Design-Build Firm shall maintain existing connectivity (this includes utilizing temporary fiber) until the proposed fiber optic communication system is constructed.

The ITS System shall be maintained and functional at all times throughout the duration of this project. The fiber optic cable trunkline shall never be out of service for more than 24 consecutive hours. Any work which would render any portion of the fiber optic cable trunkline to be out of service shall be scheduled to be performed during the weekend, excluding those dates noted within the contract as being non-work days. No more than 25% of the existing ITS field devices within the project limits shall be out of service at any time. Field devices shall not be out of service for more than two weeks without temporary or permanent devices installed in their place with the same functionality and operational capabilities. Notification MUST first be given to Josh Reichert at (904) 360-5465 and the RTMC at (904) 359-6842 at least 48 hours prior to any proposed outage.

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

2. Design and Engineering Services:

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

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

3. Construction and Integration Services:

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

4. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements. The Design-Build Firm is responsible for the coordination and performance of material inspection and testing, field acceptance tests, and system acceptance tests. ITS testing shall consist of standalone device testing at each device site, subsystem testing for each subsystem deployed, and system operational testing to be conducted from the RTMC. The times and dates of tests must be accepted in writing by the Department's Project Manager. The Design-Build Firm

shall provide two weeks' notice to the Department prior to the commencement of testing to allow for the Department to have personnel available to attend the testing. The Design-Build Firm shall conduct all tests in the presence of the Department's Project Manager or designated representative and shall provide written test results to the Department for review within 14 days of the completion of the test. Test results shall include the completed RTVM document demonstrating all project requirements were satisfied. The final RTVM document shall be signed and dated by the Design-Build Firm's ITS Engineer of Record and by the CEI's Senior Project Engineer.

The Design-Build Firm shall provide an ITS Inspection and Testing Plan (part of the RTVM) to the Department for approval prior to conducting any testing or inspection services. The ITS Inspection and Testing Plan shall include: test requirements, procedures and conditions; time frame and schedule; acceptance criteria and the specific element of the Design Criteria requiring the test; and the associated necessary resources and those responsible and witness for each type of test.

Test plans shall be submitted for each device type for standalone testing and for each subsystem for subsystem testing. In addition, an overall system operational test plan shall be submitted. These test plans shall be submitted to the Department for approval a minimum of 4 weeks prior to commencement of any testing.

The IP address range for network equipment will be provided to the Design-Build Firm by the Department upon request. The network configuration scheme, showing the IP address, subnet mask, and gateway for each device must be submitted to the Department for approval a minimum of 4 weeks prior to commencement of any testing.

The Department expects the Design-Build Firm to perform pre-testing of existing equipment for verification of operational capabilities, sub-system testing after installation or relocation, and final acceptance testing prior to transferring ownership to the Department.

Any failure of a component will require restarting of the test. Three failures of the same component during any particular test shall constitute replacement of the failing component or subsystem at the Department's discretion. Upon completion and approval of testing, the entire system shall be subject to a 60-day operation period (burn-in period) with RTMC operators monitoring and controlling the system elements in normal operating conditions.

VII. Technical Proposal Requirements.

A. General:

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

B. Submittal Requirements:

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

A copy of the written Technical Proposal must also be submitted in PDF format including bookmarks for each section on a CD, DVD, or Flash Drive. Bookmarks which provide links to content within the

Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. All proposal documents shall be identified with the appropriate names and Financial Project Identification (FPID) Numbers as contained in this RFP. **NO SPIRAL BINDINGS.**

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

Submit 7 hard copies and 7 CDs, DVDs or flash drives of the Technical Proposal to:

Florida Department of Transportation District Two
Attention: Jim Brown
District Contract Office, MS 2015
1109 South Marion Avenue
Lake City, Florida 32025-5874

The minimum information to be included:

Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be **10**, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11" x 17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.
- Provide the term, measureable standards, and remedial work plan for any proposed Value Added features that are not Value Added features included in this RFP, or for extending the Value Added period of a feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Project needs required of this Request for Proposal. Bar or Gantt charts are prohibited.

Section 2: Plans and Technical Special Provisions

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

special emphasis details, structure plans, etc., shall be provided on 11" x 17" sheets.

- Right of Way Maps and Legal Descriptions (including area in square feet) of any proposed additional Right of Way parcels if applicable and approved through the ATC process.
- Provide Technical Proposal Plans in accordance with the requirements of the Plans Preparation Manual, except as modified herein. In addition to the PPM requirements, provide the following items:
    - Roll-plot containing the proposed signalization, signing, and ITS layout.
- The Plans shall complement the Project Approach.
- Provide any Technical Special Provisions which apply to the proposed work. Paper Size: 8½" x 11".

C. Evaluation Criteria:

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

Item	Value
1. Design	35
2. Construction	35
3. Innovation	5
4. Value Added	5
MAXIMUM SCORE	**80**

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

1. Design (35 points)

Credit will be given for the quality and suitability of the following elements including, but not limited to:

- Roadway and Drainage design
- Structures design
- Signing & Pavement Markings, Signalization, Lighting, & ITS design
- Design coordination
- Design considerations that minimize relocation of utilities
- Construction coordination plan minimizing design changes
- Design considerations that minimize impacts to adjacent properties and structures
- Design considerations that will reduce the intensity and duration of noise and vibrations
- Aesthetics

Credit will be given for a MOT scheme that minimizes disruption of roadway traffic, the travelling public, and business/property owners. This shall include, but not be limited to, minimization of lane and

driveway closures, lane widths, visual obstructions, construction sequencing, and drastic reductions in speed limits.

Aesthetics will be considered in the geometry, suitability and consistency of structure type, structure finishes, shapes, proportion and form throughout the limits of the project. Architectural treatments such as tiles, colors, emblems, etc., will not be considered as primary aesthetic treatments.

Credit will be given for the quality of the following elements including, but not limited to:

- Geotechnical investigation plan
- Ground improvement plan
- Section VI.C Geotechnical Services
- Test load programs

Credit will be given for design aspects that minimize impacts to the environment and insure that all environmental and other project commitments are honored.

Credit will be given for design and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility involvement.

Credit will be given for a design that minimizes periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, type of construction materials, quality of construction materials, and impacts to long term maintenance costs.

2. **Construction (35 points)**

Credit will be given for construction methods that:

- Minimize disruption to traffic
- Mitigate impacts to other projects
- Minimize impacts to adjacent properties and the environment, including visual, noise, vibration and dust impacts
- Provide worker safety
- Minimize or eliminate detours
- Minimize impacts to existing utilities

3. **Innovation (5 points)**

Credit will be given for introducing and implementing innovative design approaches and construction techniques which address the following elements:

- Minimize or eliminate Utility relocations
- Materials
- Workmanship
- Enhance Design and Construction aspects related to future expansion of the transportation facility

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

Credit will be given for the following Value Added features:

- Broadening the extent of the Value Added features of this RFP while maintaining existing threshold requirements
- Exceeding minimum material requirements to enhance durability of project components
- Providing additional Value Added project features proposed by the Design-Build Firm

The following Value Added features have been identified by the Department as being applicable to this project. The Design-Build Firm may propose to broaden the extent of these Value Added features.

Value Added Feature	Minimum Value Added Period
Value Added Asphalt	3 years
Value Added Concrete Pavement	5 years
Value Added Bridge Components	5 years

D. Final Selection Formula:

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

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

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

The Design-Build Firm selected will be the Design-Build Firm whose adjusted score is lowest.

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

E. Final Selection Process:

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

F. Stipend Awards:

The Department has elected to pay a stipend to a limited number of non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be **$390,000.00** per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Department reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Department deems appropriate.

In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must fully execute with original signatures and have delivered to the Department within one (1) week after the Short-List protest period, four (4) originals of the Design-Build Stipend Agreement, Form No. 700-011-14. The Short-Listed Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Short-Listed Design-Build Firm.

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

VIII. Bid Proposal Requirements.

A. Bid Price Proposal:

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

Florida Department of Transportation District Two
Attention: Jim Brown
District Contract Office, MS 2015
1109 South Marion Avenue
Lake City, Florida 32025-5874

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

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

JIM BOXOLD
SECRETARY

June 23, 2016

Archer Western Contractors, LLC
4343 Anchor Plaza Parkway, Suite 155
Tampa, FL 33634

Contract No.	E2U46
Financial Project No.(s)	21332315201 & 21332315601
County:	Duval
Letting Date:	May 27, 2016
Award Date:	June 14, 2016
Contract Amount:	$176,895,000.00
Project Name:	I-95 at I-295 North Interchange
Execution Date:	June 23, 2016
Surety Company:	Travelers Casualty and Surety Company of America Hartford, CT

Gentlemen:

The subject contract was executed on June 23, 2016, and a copy is attached. Please print and retain a copy for your files and forward a copy to your bonding company.

Sincerely,

Scott H. Blocker
Procurement Services Administrator

Enclosures

cc: (E-mail Execute Documents, Spec. Pkg.) Debbie Shaw, Beth Orange, Crystal Read, Bruce Lulofs, Don Hurst, Vince Camp, Nancy Bright, Star Ayers, Diane Rolin, Terri Towers, Karin Charron, Becky Williams, Angela DeLorenzo, Marcus Madison, Curtis Becker, Rod Nelson, Carrie Stanbridge, Chris Sweitzer, Stephen Sedwick, Melissa Morgan, Barbara Brannon, Ryan Asmus, Brandi Vittur

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-020-13
CONTRACTS ADMINISTRATION
OGC - 08/15

DESIGN-BUILD CONTRACT
District

This Contract, is entered into between the State of Florida Department of Transportation hereinafter called the Department, and Archer Western Contractors, LLC

of 4343 Anchor Plaza Parkway, Suite 155, Tampa, FL 33634, herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Request for Proposal, and Contractor's Proposal, which are incorporated by reference herein under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to design and construct or otherwise improve the road(s), bridge(s), and building(s) described as:

I-95 at I-295 North Interchange

in Duval County(ies), a distance of approximately 7.855

and known as Federal Aid Project No(s).: 0955-313-I

Financial Project No(s).: 213323-1-52-01 & 213323-1-56-01 Contract No. E2U46

Complete the following as appropriate

Archer Western Contractors, LLC
Contractor (Entity Name)*

Authorized Signature:

*Signature:

Printed Name: Matthew Walsh

Title: President

(Seal)

*Include the signature and printed name of each partner required to be affixed per partnership agreement.

Organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

District 2 Procurement Services Administrator

Attorney FDOT 6-23-16
District 2 General Counsel Date

In consideration of the foregoing premises, the Department agrees to reimburse the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid. The terms of this contract shall be binding upon full execution and date referenced below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Director of Transportation Operations Date: 6/23/2016

BOND NUMBER: 106476364

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DESIGN - BUILD CONTRACT BOND

375-020-14
CONTRACTS ADMINISTRATION
OGC - 06/12
Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: That we, Archer Western Contractors, LLC

(Entity Name) having its principal place of business at 4343 Anchor Plaza Parkway, Suite 155, Tampa, FL 33634 813-849-7500 (Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and Travelers Casualty and Surety Company of America (hereinafter called Surety), duly authorized to do business in the State of Florida, having its principal place of business at One Tower Square, Hartford, CT 06183 (Home Office City, State Zip) are held and firmly bound unto the State of Florida, in the full and just sum of One Hundred Seventy-Six Million Eight Hundred Ninety-Five Thousand Dollars and No Cents DOLLARS (176,895,000.00), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the above-bounden Principal has subscribed to a contract with the Department, for constructing or otherwise improving a road(s), bridge(s), and building(s) I-95 at I-295 North Interchange

in Duval County(ies), particularly known as

Federal Aid Project No(s).: 0955-313-I

Financial Project No(s).: 213323-1-52-01 & 213323-1-56-01 Contract No. E2U46 ,

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently and fully perform the Contract according to design and construction criteria as stated in the Request for Proposal and the Contractor's Proposal therein referred to and made a part hereof, and any alterations as may be made in the same, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract, and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1)(a)-(f), F.S., for specific "claim" notice and time limitation requirement(s), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor be declared to be in default under the Contract, the Surety shall pay the Department all costs including liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds, and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent.

Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

WITNESS the signature of the Principal and the signature of the Surety by Jodi Wallace its Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 14th day of June , 2016 .

Complete the following as appropriate

Archer Western Contractors, LLC
Contractor (Entity Name)

Authorized Signature:

*Signature:

Printed Name: Matthew Walsh

Title: President

(Seal)

*Include the signature and printed name of each partner required to be affixed per partnership agreement.

BOND NUMBER: 106476364

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT AFFIDAVIT

375-020-30
CONTRACTS ADMINISTRATION
OGC - 10/07

STATE OF Illinois

COUNTY OF Cook

Before me, the undersigned authority, personally appeared Jodi Wallace (Attorney-in-Fact) who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Illinois (if applicable, otherwise N/A), to represent Travelers Casualty and Surety Company of America (Surety Co.) of Hartford, CT (City and State) a company authorized to make surety bonds under the laws of the State of Florida.

Jodi Wallace (Attorney-in Fact for Surety Co.) further certifies that as Attorney-in-Fact for the said Travelers Casualty and Surety Company of America (Surety Co.) has signed the attached bond in the sum of $ 176,895,000.00 on behalf of Archer Western Contractors, LLC (Contractor) covering Financial Project No.(s) 213323-1-52-01 & 213323-1-56-01 ; I-95 at I-295 North Interchange ; Contract No.(s) E2U46 ; in Duval County(ies), Florida.

Said Jodi Wallace further certifies that the premium on the said bond is $1,363,078.00, which will be paid in full direct to him/her as Attorney-in-Fact, and included in his/her regular accounts to the said Travelers Casualty and Surety Company of America (Surety) and that he/she will receive a regular commission of N/A per cent as Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

_____ per cent to N/A
(if applicable, otherwise N/A) (N/A, if not applicable)

who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Agent or Attorney-in-Fact Jodi Wallace

Sworn to and subscribed before me this 14 day of June, 2016 by Patricia M. Collins (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

(Notary Signature) Patricia M. Collins (Notary's printed name) 12-04-2019 My commission expires

Notary Public State of Illinois

COUNTERSIGNED (If applicable):

N/A
Florida Licensed Insurance Agent

OFFICIAL SEAL
PATRICIA M. COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-04-2019

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230797

Certificate No. 006788411

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian R. Walsh, J. William Ernstrom, Jodi Wallace, Patrick O'Connor, Patricia Collins, and Brad Van Wyk

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Central Florida Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 11th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of June, 20 16

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

RECEIVED
6-22-16

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Berkshire Hathaway Specialty Ins Company	22276
INSURER C:	Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Archer Western Contractors, LLC
4343 Anchor Plaza Parkway
Suite 155
Tampa FL 33634 USA

AW-TAMPA

COVERAGES **CERTIFICATE NUMBER:** 570062569145 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER.			41PKG8901910 SIR applies per policy terms & conditions	06/01/2016	06/01/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			41PKG8901910 AOS	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			41CAB8902010 MA Only	06/01/2016	06/01/2017	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			47XSF30256801	06/01/2016	06/01/2017	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41WCI8901710	06/01/2016	06/01/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Env Contr Prof			EOC534542611 SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Per Claim/Aggr	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: AWC Job No. 216063; Project: I-95 at I-295 North Interchange. Contract No. E2U46, Financial Project No. (s) 213323 15201 and 213323 15601. See Attached.

CERTIFICATE HOLDER

Florida Department of Transportation
1109 South Marion Avenue
Mail Station 2015
Lake City FL 32025-5874 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kaplosniaci

Holder Identifier : AB

Certificate No : 570062569145

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AGENCY CUSTOMER ID: 10774508

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		Archer Western Contractors, LLC
POLICY NUMBER See Certificate Number: 570062569145		
CARRIER See Certificate Number: 570062569145	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Continuation

Florida Department of Transportation is an Additional Insured pertaining to General Liability policy with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Harden and Associates
501 Riverside Avenue, Suite 1000
Jacksonville FL 32202

CONTACT NAME: Todd Peters
PHONE (A/C, No, Ext): 904-354-3785 FAX (A/C, No): 904-634-1302
E-MAIL ADDRESS: tpeters@hardeninsight.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Co	25615
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Property/Casualty Co	25674
INSURER D: Phoenix Insurance Company	25623
INSURER E: Lloyds of London* AMBEST#85202	
INSURER F:	

INSURED REYNO-1
RS&H, Inc.
10748 Deerwood Park Blvd S
Jacksonville FL 32256

COVERAGES **CERTIFICATE NUMBER:** 1391772927 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		6304711N755	6/28/2015	6/28/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			8104621M601	6/28/2015	6/28/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductible	$1,000/$1,000
C	X UMBRELLA LIAB / X OCCUR			CUP4711N755	6/28/2015	6/28/2016	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PJUB915K337415	12/1/2015	12/1/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		PVYCNUB5388B30715	12/1/2015	12/1/2016	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability with Contractors Pollution Liab. Claims Made; 1/1/42 Retro Date			B1353DR1500208000 B1353DR1500210000	6/28/2015 6/28/2015	6/28/2016 6/28/2016	Per Claim Aggregate Retention	$5,000,000 $5,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: I 95 at I 295 North Interchange in Jacksonville FL
Certificate Holder and FDOT (Owner) are included as Additional Insured as respects General Liability where required by written contract.

CERTIFICATE HOLDER

Archer Western Contractors, LLC
929 W. Adams St.
Chicago IL 60607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd J. Peters

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Certificate Attachment for RS&H, Inc.:

Named Insured Schedule:

Reynolds Smith & Hills, Inc.

Lemeul Ramos and Associates, Inc.

RS&H Architects- Engineers- Planners Inc. a NC Corp

Reynolds Smith and Hills CS incorporated a FL corp.

Sylva Engineering Corporation

Reynolds Smith And Hills Architects - Engineers- Planners, PA

RS&H Architect and Engineer, PC, a NY Corp.

RS&H Arkansas Inc

RS&H California, Inc.

RS&H Illinois, Inc

RS&H Iowa, P.C.

RS&H Michigan, Inc.

RS&H Mississippi, P.C.

RS&H Montana, P.C.

RS&H Nevada, Inc.

RS&H Ohio, Inc.

RS&H Oregon, Architects-Engineers-Planners, P.C.

RS&H Alabama Inc

RS & H Idaho, P.C.

RS&H Commercial Realty, Inc.

RS&H Massachusetts, Inc.

*Cancellation is 30 days except for non-payment of premium which is 10 days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PVYCNUB-5388B30-7-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER, INCLUDING ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS AND COBB COUNTY DEPARTMENT OF TRANSPORTATION.

DATE OF ISSUE: 12-17-15 ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph **5., Other Insurance**, in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (PVYCNUB-5388B30-7-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER, INCLUDING ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

DATE OF ISSUE: 12-17-14 ST ASSIGN:

POLICY NUMBER: PSM-CUP-4711N755-TIL-15

UMBRELLA
ISSUE DATE: 07-16-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE

Name of Person(s) or Organization(s):

SEE CG T8 00

We waive any rights of recovery we may have against any person(s) or organization(s) shown in the Schedule above because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

b. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

c. "Your work" or "your products" within the "products-completed operations hazard"; or

d. The "auto hazard".

We waive these rights only where you have agreed to do so as part of a written contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

The waiver applies only to the person(s) or organization(s) shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: PSM-CUP-4711N755-TIL-15

ISSUE DATE: 07-16-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT TO WAIVE YOUR RIGHT OF RECOVERY, BUT ONLY FOR PAYMENTS WE MAKE BECAUSE OF:

1 "BODILY INJURY" OR "PROPERTY DAMAGE" THAT OCCURS; OR
2 "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED BY AN OFFENSE COMMITTED;

AFTER YOU HAVE EXECUTED THAT CONTRACT OR AGREEMENT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-020-17
CONTRACTS ADMINISTRATION
OGC - 11/14

BID BLANK
DESIGN BUILD MAJOR - FEDERALLY FUNDED

Let by: District 2 - Lake City

Archer Western Contractors, LLC
(Void if used by any bidder other than one this Form issued to)

FEDERAL AID PROJECT NO(S).: 0955-313-I

FINANCIAL PROJECT NO(S).: 213323-1-52-01 & 213323-1-56-01

This project is let under the authority of Chapter 337.11, F.S.

CONTRACT CALENDAR DAYS: 1,380

CONTRACT NO.: E2U46

DATE BIDS DUE: 05/27/2016 @ 11:00 AM

TOTAL AMOUNT: $ 176,895,000.00

DATE OF AWARD: 6/14/2016

DATE OF CONTRACT EXECUTION: 6/23/2016

Appropriation FY: 2016

Appropriation Category: 088716

10 **% DBE Availability**

3 **% Non-DBE Small Business Aspiration**

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s.216.313, F.S. Senate Bill 2500-A/ Line Item #1915

(required for contracts in excess of $5 million)

FDOT

PROPOSAL

FOR ABOVE PROJECT(S)

The Bidder's Proposal must meet the requirements and design and construction criteria as stated in the FDOT Request for Proposal

I-95 at I-295 North Interchange

Actual commitment and final execution of this contract is contingent upon an approved legislative budget and approval of funds.

in Duval County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD BID PROPOSAL FORM

700-010-65
CONSTRUCTION
02/10

CONTRACT NO: E2U46

FPN: 213323-1-52-01 & 213323-1-56-01
FEDERAL AID PROJECT NUMBER(S): 0955-313-I

PROJECT LOCATION/DESCRIPTION: I-95 at I-295 North Interchange

The Design Build-Firm is required to state the proposed Contract Time and a Lump Sum (LS) price and submit to Florida Department of Transportation, District Two
Attention: Jim Brown, MS 2015
1109 S. Marion Avenue, Lake City, Florida 32025-5874

PROPOSED CONTRACT TIME: 1,380

ITEM DESCRIPTION	UNIT	QUANTITY	FPN	PRICE
SECTION 001 – ROADWAY				
DESIGN-BUILD	LS	1	21332315201	$ 99,000,000.00
DESIGN-BUILD	LS	1	21332315201	$ 77,714,998.00
DO NOT BID ITEMS INITIAL CONTINGENCY			21332315201	$150,000.00
SECTION 001–ROADWAY TOTAL (21332315201)				$ 176,864,998.00
SECTION 002 – UTILITES				
UTILITY WORK- JPA/UTILITY AGREEMENT, SEWER	LS	1	21332315601	$ 1.00
UTILITY WORK- JPA/UTILITY AGREEMENT, WATER	LS	1	21332315601	$ 1.00
DO NOT BID ITEMS INITIAL CONTINGENCY			21332315601	$30,000.00
SECTION 002–UTILITIES TOTAL (21332315601)				$ 30,002.00

TOTAL CONTRACT AMOUNT $ 176,895,000.00

TOTAL CONTRACT AMOUNT WRITTEN OUT
One hundred seventy-six million eight hundred ninety-five thousand dollars and no cents

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD BID PROPOSAL FORM

700-010-55
CONSTRUCTION
02/10

DESIGN-BUILD FIRM NAME: Archer Western Contractors, LLC

DESIGN-BUILD FIRM VENDOR NO: F363286318005

DESIGN-BUILD FIRM ADDRESS: 4343 Anchor Plaza Parkway
Suite 155
Tampa, FL 33634

DESIGN-BUILD FIRM

SIGNATURE
PRINTED NAME Kevin McGlinchey
TITLE Business Group Leader

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DESIGN - BUILD PROPOSAL
OF

Archer Western Contractors, LLC
(Proposer's Firm Name) (Prequalified Name, if Applicable)

4343 Anchor Plaza Parkway, Suite 155, Tampa, FL 33634
(Proposing Firm's Physical Address – City – State -- Zip)

F.E.I.D. No. 36-3286318 Telephone No. (813) 849-7500 FAX No. (813) 849-7582

Email Address: kmcglinchey@walshgroup.com

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s). or building(s) _____

in Duval County(ies),

I-95 at I-295 North Interchange

approximately 7.855 mile(s)

in length, and known as Federal Aid Project No(s).: 0955-313-I

Contract No.: E2U46 Financial Project No(s).: 213323-1-52-01 & 213323-1-56-01

Submitted 5/27/2016

TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

The Proposer, hereby declares that no person or persons, firm or corporation, other than the Proposer, are interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Request for Proposal, Proposal forms, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, and that we will fully complete all necessary design and construction work in accordance with the documents herein stated,and the requirements under them of the Engineer, within the time limit specified in this Proposal.

Was an addendum issued on this project?

☒ Yes ☐ No

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.

Addendum No.	Dated	Addendum No.	Dated
1	November 13, 2015	6	March 8, 2016
2	November 24, 2015	7	March 18, 2016
3	December 8, 2015	8	March 22, 2016
4	January 7, 2016	9	April 1, 2016
5	February 9, 2016	10	May 11, 2016

Addenda continued:

Addendum No.	Dated	Addendum No.	Dated
11	May 19, 2016		

The Proposer agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within 10 calendar days, excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than 1,380 calendar days. The Proposer further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the contract price of the work.

The Proposer agrees to bear the full cost of maintaining all work until final acceptance, as provided in the contract.

If the total amount of this bid exceeds $150,000.00, a bid guaranty of five percent (5%) of the bid, payable to the Florida Department of Transportation, must accompany this proposal. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding. If this proposal is accepted and the Proposer fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the Department; otherwise, said guaranty is to be returned to the Proposer upon delivery of a satisfactory bond. The Florida Department of Transportation officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Department pursuant to Section 334.195, Florida Statutes.

The Proposer, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Proposer agrees to indemnify, defend and save harmless, the Department against any cost, damage, or expense which it may incur or be caused by any error in the Proposers preparation of same. By signing and submitting this proposal, the Proposer certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Proposer hereby certifies and obligates its firm as "Principal (Proposer)" to the attached Bid and Proposal Bond, as if and to the same effect as if the Proposer had affixed its signature thereon.

Section 287.134(a), Florida Statutes requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

By submitting a bid, the bidder agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5) Florida Statutes.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Proposer must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	Trench Box	EA	2	$10,000.00	$20,000.00
B.					
C.					
D.					
E.					

(ATTACH SEPARATE SHEET IF NECESSARY) **TOTAL: $** 20,000.00

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Section 553.63(1)(a), 553.63(1)(b), 553.63(1)(c), Florida Statutes.

Job No(s). 213323-1-52-01 & 213323-1-56-01

The Proposer hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Proposer further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential Proposer.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.

5. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.

6. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.

7. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Proposer has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. The Proposer certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State, or local government public transactions terminated for cause or default.

10. The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any Federal Agency unless authorized by the Department.

11. The firm certifies that the Proposer is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

12. The Bidder certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Where the Proposer is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Proposer has provided an explanation in the "Exceptions" portion on page 4 of 4 or by attached separate sheet.

EXCEPTIONS:

Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

CORPORATION:

_____
Bidder

Signature: _____
President

_____
Print Name

(Affix Corporate Seal)

PARTNERSHIP

_____
Bidder

Signature: _____
General Partner

_____
Print Name

Signature: _____
General Partner

_____
Print Name

LIMITED LIABILITY COMPANY:

Archer Western Contractors, LLC
Bidder

Authorized Signature:

Title: Manager or Managing Member (Circle One)

Kevin McGlinchey
Print Name

SOLE PROPRIETORSHIP:

_____
Bidder

Signature: _____
Owner

_____
Print Name

JOINT VENTURE:

_____
Bidder

Signature: _____
Attorney-in-Fact (attach authorization)

_____
Print Name

CONTRACTOR: _____ (Seal)

Signature: _____
President

CONTRACTOR: _____ (Seal)

Signature: _____
President

CONTRACTOR: _____ (Seal)

Signature: _____
President

Organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

ATTACH BID BOND (if applicable)

Job No(s). 213323-1-52-01 & 213323-1-56-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DESIGN BUILD BID OR PROPOSAL BOND

375-020-34
CONTRACTS ADMINISTRATION
OGC - 03/11

KNOW ALL MEN BY THESE PRESENTS: That we, Archer Western Contractors, LLC, as Principal (Bidder), and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the Florida Department of Transportation (hereinafter called the Obligee), in the full and just sum of FIVE PERCENT (5%) of the actual total of the Proposal referred to herein (do not enter figures), in lawful money of the United States of America, to be paid to the Obligee, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, The said Principal is herewith submitting a proposal to the obligee for constructing or otherwise improving a road(s) and/or bridge(s) or building(s) in Duval County, particularly known as Federal Aid Project No.(s) 0955-313-I
Financial Project No.(s) 213323-1-52-01 & 213323-1-56-01 Proposal ID E2U46
I-95 at I-295 North Interchange

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within the time period as stipulated by the project specifications after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Obligee the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 27 day of May, 2016

NAME OF SURETY: Travelers Casualty and Surety Company of America (Affix Surety Seal)

By: _____ Jodi Wallace FL License #W092713
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) (Printed Name)

Countersigned: N/A N/A
Florida Licensed Insurance Agent (Printed Name)

The following Statement to be completed regarding the Florida Licensed Insurance Agent:

STATE OF Illinois
COUNTY OF Cook

Before me, the above signed authority, personally appeared Jodi Wallace, who is personally known to me XXXXXXXXXX _____ (type of identification) identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent properly licensed under the laws of the State of Florida to represent Travelers Casualty and Surety Company of America of Hartford, CT, a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he has signed or countersigned the above bond on their behalf.

Sworn, and subscribed to before me this 27 day of May 2016

_____ Notary Public, State of Illinois
(Notary Signature) Patricia M. Collins

OFFICIAL SEAL
PATRICIA M. COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-04-2019

My commission expires: 12-04-2019

NOTE: The principal bidder is not required to sign this document, as execution of Form 375-020-12, Design Build Proposal Of, specifically binds the principal bidder to the obligations arising from this document. Failure of the principal bidder to execute Form 375-020-12, Design Build Proposal Of, or failure of the surety to execute this document, shall result in the bid being declared nonresponsive.

NOTE: Power of Attorney showing authority of Florida Licensed Insurance Agent to sign on behalf of, and bind, surety must be furnished with this form. Affix Corporate Seal of Surety. No Bid Bond is required if the total amount of the bid is $150,000 or less.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of May, 20 16

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230098

Certificate No. 006629935

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian R. Walsh, J. William Ernstrom, Jodi Wallace, Patrick O'Connor, Patti Collins, and Brad Van Wyk

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Central Florida Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of January, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 7th day of January, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

PROCUREMENT OFFICE
Design-Build Selection Results

Procurement Office Home Page

Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation, and will file a formal written protest within ten days after the filing of the notice of protest. The required notice of protest and bond, and formal written protest must each be timely filed with the Florida Department of Transportation, Clerk of Agency Proceedings 605 Suwannee St., Mail Station 58, Tallahassee, FL, 32399-0458. Failure to file a 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.

District Ads: 1 2 3 4 5 6 7 Turnpike Central Office

District Design-Build Addenda and Project Information: Please select a District

Updated: Friday June 10 2016

DISTRICT 1
Financial Management Number(s):
42731525201
Contract Number: E1089
Project Description:
I4 FOG DETECTION

Phase1 Selection Cmte. Meeting :	15DEC2015	Time:	10:00AM
LOI Scores Notification Date :	15DEC2015	Time:	2:00 PM
Deadline for Election to Participate in Phase2 :	17DEC2015	Time:	2:00 PM
Posting of Shortlist :	17DEC2015	Time:	4:00 PM
Mand. Pre-Proposal Meeting Date:	22DEC2015	Time:	2:00 PM
Phase 2 Tech. Proposal Due Date:	09FEB2016	Time:	2:00 PM

Price Proposal Due Date	:	01APR2016	**Time:**	11:00AM
Proposal Opening Date	:	01APR2016	**Time:**	11:00AM
Final Selection Meeting Date	:	12APR2016	**Time:**	10:00AM
Posting of Award	:	12APR2016	**Time:**	2:06PM

Rank	Consultant	Phase1 Score	Phase2 Score	Prop Time	Bid Price Proposal	Adjusted Score
1	TRANSCORE ITS, LLC	16.0	69.7	450	$2,744,297	85.667
2	TRAFFIC CONTROL DEVICES,INC.	17.0	55.0	450	$3,105,105	72.00

Firms not participating in Phase 2	**Phase1 Score**
HIGHWAY SAFETY DEVICES,INC.	13.0
HORSEPOWER ELECTRIC INC.	13.0

DISTRICT 1
Financial Management Number(s):
43708215201
Contract Number: E1O79
Project Description:
HIGH MAST LIGHTING

Pre-Bid Meeting Date	:	26OCT2015	**Time:**	10:00AM
Bids Due Date	:	17DEC2015	**Time:**	11:00AM
Bid Opening Date	:	17DEC2015	**Time:**	11:00AM
Tech. Rev. Cmte Meeting Date	:	21DEC2015	**Time:**	2:00 PM
Final Selection Meeting Date	:	31DEC2015	**Time:**	10:00AM
Final Selection Posting Date	:	31DEC2015	**Time:**	10:00AM
Award Committee Meeting Date	:	31DEC2015	**Time:**	10:00AM

Rank	Consultant	Bid Amount
1	HIGHWAY SAFETY DEVICES,INC.	$4,699,575
2	TRAFFIC CONTROL DEVICES,INC.	$5,082,280
3	CHINCHOR ELECTRIC, INC.	$5,556,875
4	FLORIDA SAFETY CONTRACTORS,INC.	$7,100,215

DISTRICT 1
Financial Management Number(s):
43763515201 43797315201 43852815201
Contract Number: E1P44
Project Description:
Sunshine Skyway Rest Area Repl

Phase1 Selection Cmte. Meeting	:	13JUN2016	**Time:**	10:30AM
LOI Scores Notification Date	:	13JUN2016	**Time:**	2:00 PM
Deadline for Election to Participate in Phase2	:	15JUN2016	**Time:**	2:00 PM
Posting of Shortlist	:	15JUN2016	**Time:**	4:00 PM
Mand. Pre-Proposal Meeting Date	:	27JUN2016	**Time:**	1:30 PM
Phase 2 Tech. Proposal Due Date	:	28SEP2016	**Time:**	4:00 PM
Price Proposal Due Date	:	23NOV2016	**Time:**	11:00AM
Proposal Opening Date	:	23NOV2016	**Time:**	11:00AM
Final Selection Meeting Date	:	13DEC2016	**Time:**	10:00AM

DISTRICT 2
Financial Management Number(s):

21332315201 21332315601
Contract Number: E2U46
Project Description:
I-95 @ I-295 OP IMPROVEMENTS

Phase1 Selection Cmte. Meeting :	26OCT2015	**Time:**	10:00AM
LOI Scores Notification Date :	26OCT2015	**Time:**	02:00PM
Deadline for Election to Participate in Phase2 :	28OCT2015	**Time:**	02:00PM
Posting of Shortlist :	28OCT2015	**Time:**	05:00PM
Mand. Pre-Proposal Meeting Date:	05NOV2015	**Time:**	10:00AM
Phase 2 Tech. Proposal Due Date:	05APR2015	**Time:**	02:00PM
Price Proposal Due Date :	27MAY2016	**Time:**	11:00AM
Proposal Opening Date :	27MAY2016	**Time:**	11:00AM
Final Selection Meeting Date :	06JUN2016	**Time:**	10:00AM
Posting of Award :	06JUN2016	**Time:**	11:00AM

Meeting Location Notes:
Mandatory Pre-Proposal Meeting Location: Lake City District Two Office, 1109 South Marion Avenue, Lake City, Florida 32025 on November 5, 2015 at 10:00 am.

Rank	Consultant	Phase1 Score	Phase2 Score	Prop Time	Bid Price Proposal	Adjusted Score
1	ARCHER WESTERN CONTRACTORS,LTD	17.5	72.3	1380	$176,895,000	1970975
2	SUPERIOR CONSTRUCTION COMPANY	17.3	69.0	1380	$179,825,359	2084932
3	De Moya/Leware, a Joint Ventur	18.3	68.8	1380	$191,380,000	2199770
99	PCL CIVIL CONSTRUCTORS, INC.	17.8				

Selection Notice Posted: 06JUN2016 Time: 11:06 AM
PCL CIVIL CONSTRUCTORS, INC. WITHDREW PRIOR TO SUBMITTAL OF THE PHASE TWO TECHNICAL PROPOSAL.

DISTRICT 2
Financial Management Number(s):
43303615201 43303615601
Contract Number: E2T91
Project Description:
I-95 @ I-10 OP IMPROVEMENTS

Phase1 Selection Cmte. Meeting :	15JUN2015	**Time:**	10:00AM
LOI Scores Notification Date :	15JUN2015	**Time:**	02:00PM
Deadline for Election to Participate in Phase2 :	17JUN2015	**Time:**	02:00PM
Posting of Shortlist :	17JUN2015	**Time:**	05:00PM
Mand. Pre-Proposal Meeting Date:	25JUN2015	**Time:**	10:00AM
Phase 2 Tech. Proposal Due Date:	13JAN2016	**Time:**	02:00PM
Price Proposal Due Date :	02MAR2016	**Time:**	11:00AM
Proposal Opening Date :	02MAR2016	**Time:**	11:00AM
Final Selection Meeting Date :	14MAR2016	**Time:**	10:00AM
Posting of Award :	14MAR2016	**Time:**	12:00PM

Meeting Location Notes:
Price Proposal Opening Location: Lake City District Two Office, 1109 South Marion Avenue, Lake City, Florida 32025 on March 2, 2016 at 11:00 a.m.
*****The Public Meeting of the Selection Committee and posting of the Department's intended decision has been rescheduled. The Selection Committee Meeting will be held on Monday, March 14, 2016 at 10:00am and the posting of the

Department's intended decision will occur on Monday,
March 14, 2016 following the Selection Committee Meeting.***
The Selection Committee meeting will be held at the
District Two District Office
1109 South Marion Avenue, Lake City, FL 32025

Rank	Consultant	Phase1 Score	Phase2 Score	Prop Time	Bid Price Proposal	Adjusted Score
99	ALL BIDS REJECTED-WILL READVER					0

Selection Notice Posted: 06JUN2016 Time: 11:05 AM
Posting Notice
E2T91, 433036-1-52-01 & 433036-1-56-01, I-95 @ I-10
Operational Improvements
The Department Rejects All Bids with the intent to
re-advertise the project at a later date.

DISTRICT 2
Financial Management Number(s):
43303615201 43303615601
Contract Number: E2V58
Project Description:
I-95 at I-10 Interchange Opera

Phase1 Selection Cmte. Meeting :	20JUN2016	**Time:**	10:00AM
LOI Scores Notification Date :	20JUN2016	**Time:**	2:00PM
Deadline for Election to Participate in Phase2 :	22JUN2016	**Time:**	2:00PM
Posting of Shortlist :	22JUN2016	**Time:**	5:00PM
Phase 2 Tech. Proposal Due Date:	25OCT2016	**Time:**	2:00PM
Price Proposal Due Date :	09DEC2016	**Time:**	11:00AM
Proposal Opening Date :	09DEC2016	**Time:**	11:00AM
Final Selection Meeting Date :	19DEC2016	**Time:**	10:00AM

Meeting Location Notes:
Mandatory Pre-Proposal Meeting Location: Lake City District
Two Office, 1109 South Marion Avenue, Lake City, Florida
32025 on June 28, 2016 at 10:00 a.m.
All Public Meetings will be held at the Lake City District
Two Office, 1109 South Marion Avenue, Lake City, Florida
32025

DISTRICT 3
Financial Management Number(s):
21860565201 21860575201
Contract Number: E3O54
Project Description:
NINE MILE ROAD MULTILANING

Phase1 Selection Cmte. Meeting :	20JUL2015	**Time:**	08:30AM
LOI Scores Notification Date :	20JUL2015	**Time:**	10:00AM
Deadline for Election to Participate in Phase2 :	22JUL2015	**Time:**	10:00AM
Posting of Shortlist :	22JUL2015	**Time:**	12:00PM
Mand. Pre-Proposal Meeting Date:	06AUG2015	**Time:**	01:30PM
Phase 2 Tech. Proposal Due Date:	06NOV2015	**Time:**	10:00AM
Price Proposal Due Date :	29JAN2016	**Time:**	10:00AM
Proposal Opening Date :	29JAN2016	**Time:**	10:30AM
Final Selection Meeting Date :	08FEB2016	**Time:**	08:30AM

Posting of Award : 08FEB2016 **Time:** 12:00PM

Meeting Location Notes:
A mandatory preproposal meeting will be held for these projects on August 6, 2015 at 1:30 p.m., Florida Department of Transportation, District Three, 1074 Highway 90, Chipley, Florida.

Rank	Consultant	Phase1 Score	Phase2 Score	Prop Time	Bid Price Proposal	Adjusted Score
1	Roads, Inc. of Northwest Flori	15.3	59.7	789	$29,137,700	97.929
2	PRINCE CONTRACTING, LLC.	17.7	63.3	759	$33,707,669	93.185
3	ANDERSON COLUMBIA CO. INC.	16.0	67.3	760	$34,387,700	92.619
4	PANHANDLE GRADING & PAVING, IN	12.3	44.0	820	$31,300,922	89.805

DISTRICT 3
Financial Management Number(s):
40933415201 40933415202
Contract Number: E3N51
Project Description:
PENSACOLA BAY BR. REPLACEMENT

Phase1 Selection Cmte. Meeting	:	07DEC2015	**Time:**	08:30AM
LOI Scores Notification Date	:	07DEC2015	**Time:**	10:00AM
Deadline for Election to Participate in Phase2	:	09DEC2015	**Time:**	10:00AM
Posting of Shortlist	:	09DEC2015	**Time:**	12:00PM
Mand. Pre-Proposal Meeting Date	:	17DEC2015	**Time:**	01:30PM
Phase 2 Tech. Proposal Due Date	:	05MAY2016	**Time:**	12:00PM
Price Proposal Due Date	:	07JUL2016	**Time:**	10:00AM
Proposal Opening Date	:	07JUL2016	**Time:**	10:30AM
Final Selection Meeting Date	:	18JUL2016	**Time:**	08:30AM

Meeting Location Notes:
The location for the price proposal opening for this project has been updated as of June 7, 2016. The proposals will be opened at the Milton Operations Center located at 6025 Old Bagdad Highway, Milton, Florida 32583.

Shortlisted Firms	**Phase1 Score**
Anderson/deMoya/Leware, A Joint Ven	17.0
ARCHER WESTERN CONTRACTORS,LTD.	18.2
Flatiron-Prince, a Joint Venture	16.6
JOHNSON BROS. CORPORATION	16.0
SKANSKA USA CIVIL SOUTHEAST INC.	17.4

Firms not participating in Phase 2	**Phase1 Score**
Astaldi-MCM Pensacola Bay Partners	15.2
Bay Bridge Constructors	16.8
Boh Bros. Construction Co., LLC.	16.8
Condotte Orion Joint Venture	15.8
MCWP, A Joint Venture	16.2
Pensacola Bay Partners	15.0
Traylor Massman Granite, a Joint Ve	16.2

DISTRICT 5
Financial Management Number(s):
23827575201

Contract Number: E5Y47
Project Description:
Wekiva Parkway (Section 6)

Phase1 Selection Cmte. Meeting :	23JUN2016	**Time:**	08:15AM
LOI Scores Notification Date :	23JUN2016	**Time:**	12:00PM
Deadline for Election to Participate in Phase2 :	29JUN2016	**Time:**	12:00PM
Posting of Shortlist :	29JUN2016	**Time:**	05:00PM
Mand. Pre-Proposal Meeting Date:	18JUL2016	**Time:**	09:00AM
Phase 2 Tech. Proposal Due Date:	10NOV2016	**Time:**	02:30PM
Price Proposal Due Date :	18JAN2017	**Time:**	02:30PM
Proposal Opening Date :	18JAN2017	**Time:**	02:30PM
Final Selection Meeting Date :	24JAN2017	**Time:**	09:00AM

DISTRICT 5
Financial Management Number(s):
42690435201
Contract Number: E5Y20
Project Description:
I95 INTERCH.SJ HERITAGE PKWY

Phase1 Selection Cmte. Meeting :	25JAN2016	**Time:**	09:00AM
LOI Scores Notification Date :	25JAN2016	**Time:**	03:00PM
Deadline for Election to Participate in Phase2 :	27JAN2016	**Time:**	03:00PM
Posting of Shortlist :	27JAN2016	**Time:**	05:00PM
Mand. Pre-Proposal Meeting Date:	08FEB2016	**Time:**	10:00AM
Phase 2 Tech. Proposal Due Date:	14SEP2016	**Time:**	02:30PM
Price Proposal Due Date :	04NOV2016	**Time:**	02:30PM
Proposal Opening Date :	04NOV2016	**Time:**	02:30PM
Final Selection Meeting Date :	14NOV2016	**Time:**	09:00AM

Shortlisted Firms	**Phase1 Score**
HUBBARD CONSTRUCTION COMPANY	17.0
PRINCE CONTRACTING, LLC.	15.7
RANGER CONSTRUCTION INDUSTRIES,INC.	17.7
Firms not participating in Phase 2	**Phase1 Score**
COMMUNITY ASPHALT CORP.	15.3
Jr. Davis Construction Company	13.7
SUPERIOR CONSTRUCTION COMPANY SOUTH	14.3

DISTRICT 5
Financial Management Number(s):
43448425201
Contract Number: E5Y15
Project Description:
WB I-4 REST AREA

Phase1 Selection Cmte. Meeting :	10NOV2015	**Time:**	08:15AM
LOI Scores Notification Date :	10NOV2015	**Time:**	05:00PM
Deadline for Election to Participate in Phase2 :	12NOV2015	**Time:**	05:00PM
Posting of Shortlist :	12NOV2015	**Time:**	05:00PM
Phase 2 Tech. Proposal Due Date:	22FEB2016	**Time:**	05:00PM
Final Selection Meeting Date :	18APR2016	**Time:**	08:15AM

Final Selection Date Not Posted

DISTRICT 5
Financial Management Number(s):
43775515201 43775515202
Contract Number: E5Y40
Project Description:
Design Build Push Button Contr

Phase1 Selection Cmte. Meeting	:	18MAR2016	**Time:**	09:00AM
LOI Scores Notification Date	:	21MAR2016	**Time:**	03:00PM
Deadline for Election to Participate in Phase2	:	23MAR2016	**Time:**	03:00PM
Posting of Shortlist	:	23MAR2016	**Time:**	05:00PM
Mand. Pre-Proposal Meeting Date	:	31MAR2016	**Time:**	10:00AM
Phase 2 Tech. Proposal Due Date	:	19MAY2016	**Time:**	05:00PM
Price Proposal Due Date	:	07JUN2016	**Time:**	12:00PM
Proposal Opening Date	:	07JUN2016	**Time:**	03:00PM
Final Selection Meeting Date	:	13JUN2016	**Time:**	09:00AM

DISTRICT 5
Financial Management Number(s):
43939215201
Contract Number: E5Y49
Project Description:
Roundabout at SR44 & Grand

Pre-Bid Meeting Date	:	04MAY2016	**Time:**	02:30PM
Bids Due Date	:	25MAY2016	**Time:**	02:00PM
Bid Opening Date	:	25MAY2016	**Time:**	02:00PM
Final Selection Meeting Date	:	26MAY2016	**Time:**	02:00PM
Final Selection Posting Date	:	27MAY2016	**Time:**	10:45AM
Award Committee Meeting Date	:	26MAY2016	**Time:**	02:30PM

Meeting Location Notes:
MANDATORY PRE-PROPOSAL MEETING LOCATION:
FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT 5
719 SOUTH WOODLAND BOULEVARD
DELAND, FL 32720

Rank	Consultant	Bid Amount
0	P & S PAVING,INC.	$2,086,000
0	RANGER CONSTRUCTION INDUSTRIES,INC.	$2,069,000
1	ATLANTIC CIVIL CONSTRUCTORS CORPORA	$1,927,830

DISTRICT 6
Financial Management Number(s):
25168815201 42930025201 42312625201 25168815602
42312615201
Contract Number: E6J53
Project Description:
SR 826/I-395 from W of I-95 to

Phase1 Selection Cmte. Meeting	:	18APR2016	**Time:**	10:00AM
Posting of Shortlist	:	21APR2016	**Time:**	05:00PM

Phase 2 Tech. Proposal Due Date: 05DEC2016 **Time:** 05:00PM
Final Selection Meeting Date : 22FEB2017 **Time:** 10:00AM

DISTRICT 6
Financial Management Number(s):
43492215201
Contract Number: E6J69
Project Description:
TAMIAMI TRAIL NEXT STEP BRIDGE
Phase1 Selection Cmte. Meeting : 12OCT2015 **Time:** 10:00AM
LOI Scores Notification Date : 12OCT2015 **Time:** 05:00PM
Deadline for Election to Participate in Phase2 : 14OCT2015 **Time:** 02:00PM
Posting of Shortlist : 14OCT2015 **Time:** 05:00PM
Mand. Pre-Proposal Meeting Date: 19OCT2015 **Time:** 02:00PM
Phase 2 Tech. Proposal Due Date: 02FEB2016 **Time:** 02:00PM
Price Proposal Due Date : 15APR2016 **Time:** 10:00AM
Proposal Opening Date : 15APR2016 **Time:** 11:00AM
Final Selection Meeting Date : 21APR2016 **Time:** 02:00PM
Final Selection Date Not Posted

Meeting Location Notes:
Mandatory Pre-Proposal Meeting Location:
Florida Department of Transportation
District Six Main Building
1000 Northwest 111 Avenue
Miami, Florida 33172

Shortlisted Firms	Phase1 Score
Munilla Construction Management, LL	16.4
CONDOTTE AMERICA, INC.	18.2
THE DE MOYA GROUP, INC.	18.8
ASTALDI-FACCHINA, A JOINT VENTURE	17.0
JAMES/PARSONS, A JOINT VENTURE	16.8
JOHNSON BROS. CORPORATION	17.2
PRINCE CONTRACTING, LLC.	17.2
COMMUNITY ASPHALT CORP/ZEP CONSTRUC	17.4
SACYR CONSTRUCTION, SA	13.0
Kiewit Infrastructure South Co.	16.6

Firms not participating in Phase 2	Phase1 Score
ARCHER WESTERN CONTRACTORS,LTD.	16.4
Balfour Beatty Infrastructure, Inc.	14.6
GLF Construction Corporation	16.4
HUBBARD CONSTRUCTION COMPANY	15.0
ODEBRECHT CONSTRUCTION, INC.	15.0
PCL CIVIL CONSTRUCTORS, INC.	16.8
SKANSKA USA CIVIL SOUTHEAST INC.	17.0

DISTRICT 7
Financial Management Number(s):
43402615201
Contract Number: E7R00
Project Description:
I-75 ITS I-275 to Manatee CO\L
Phase1 Selection Cmte. Meeting : 10MAY2016 **Time:** 01:30PM

LOI Scores Notification Date	:	10MAY2016	**Time:**	05:00PM
Deadline for Election to Participate in Phase2	:	13MAY2016	**Time:**	05:00PM
Posting of Shortlist	:	18MAY2016	**Time:**	12:00PM
Mand. Pre-Proposal Meeting Date:		25MAY2016	**Time:**	10:00AM
Phase 2 Tech. Proposal Due Date:		12JUL2016	**Time:**	12:00PM
Price Proposal Due Date	:	30AUG2016	**Time:**	02:30PM
Proposal Opening Date	:	30AUG2016	**Time:**	02:30PM
Final Selection Meeting Date	:	13SEP2016	**Time:**	01:30PM

Shortlisted Firms	**Phase1 Score**
HIGHWAY SAFETY DEVICES,INC.	18.0
Gannett Fleming Project Development	16.0
TRAFFIC CONTROL DEVICES,INC.	14.7
Firms not participating in Phase 2	**Phase1 Score**
HORSEPOWER ELECTRIC INC.	14.3
SICE, inc.	14.7

TURNPIKE
Financial Management Number(s):
40611015201 40611025201
Contract Number: E8N75
Project Description:
I-75 @ FL TPK - WILDWOOD INT.

Phase1 Selection Cmte. Meeting	:	25AUG2014	**Time:**	02:00PM
LOI Scores Notification Date	:	25AUG2014	**Time:**	05:00PM
Deadline for Election to Participate in Phase2	:	27AUG2014	**Time:**	05:00PM
Posting of Shortlist	:	08APR2015	**Time:**	
Mand. Pre-Proposal Meeting Date:		04JUN2015	**Time:**	03:00PM
Phase 2 Tech. Proposal Due Date:		02SEP2015	**Time:**	05:00PM
Price Proposal Due Date	:	08MAR2016	**Time:**	02:30PM
Proposal Opening Date	:	08MAR2016	**Time:**	02:30PM
Final Selection Meeting Date	:	15MAR2016	**Time:**	03:00PM
Posting of Award	:	15MAR2016	**Time:**	5:00PM

Meeting Location Notes:

Mandatory Pre-Proposal Meeting Location:
..
FLORIDA'S TURNPIKE ENTERPRISE HEADQUARTERS
MILEPOST 263, BUILDING 5315
TURKEY LAKE SERVICE PLAZA
OCOEE, FL 34761
...
...
Addendum to Technical Proposals due: 27JAN2016.
Time: 05:00PM
...

Rank	**Consultant**	**Phase1 Score**	**Phase2 Score**	**Prop Time**	**Bid Price Proposal**	**Adjusted Score**
1	THE MIDDLESEX CORPORATION	16.5	68.8	990	$68,542,000	759468.
2	SUPERIOR CONSTRUCTION COMPANY	18.3	69.0	990	$75,211,111	815296.
3	CONE & GRAHAM INC	17.3	64.0	990	$72,950,000	845797.

Firms not participating in Phase 2	**Phase1 Score**
ANDERSON COLUMBIA CO. INC.	11.8

HUBBARD CONSTRUCTION COMPANY	16.0
PRINCE CONTRACTING, LLC.	15.8
RANGER CONSTRUCTION INDUSTRIES,INC.	14.3
SOUTHLAND CONSTRUCTION,INC.	16.0
THE DE MOYA GROUP, INC.	15.0

TURNPIKE
Financial Management Number(s):
41754515201
Contract Number: E8P69
Project Description:
IMPROVE SEMINOLE EXPRESSWAY
Phase1 Selection Cmte. Meeting : 07JAN2016 **Time:** 01:30PM
LOI Scores Notification Date : 07JAN2016 **Time:** 05:00PM
Deadline for Election to Participate in Phase2 : 11JAN2016 **Time:** 05:00PM
Posting of Shortlist : 02MAR2016 **Time:** 10:00AM
Final Selection Date Not Posted

Meeting Location Notes:

Mandatory Pre-Proposal Meeting Location:
..
FLORIDA'S TURNPIKE ENTERPRISE HEADQUARTERS
MILEPOST 263, BUILDING 5315
TURKEY LAKE SERVICE PLAZA
OCOEE, FL 34761

Shortlisted Firms	**Phase1 Score**
ARCHER WESTERN CONTRACTORS,LTD.	16.0
De Moya/Leware, a Joint Venture	16.3
LANE CONSTRUCTION CORPORATION	17.3
PRINCE CONTRACTING, LLC.	15.8
Firms not participating in Phase 2	**Phase1 Score**
HUBBARD CONSTRUCTION COMPANY	14.3
RANGER CONSTRUCTION INDUSTRIES,INC.	15.3
Southland - P&S Joint Venture	14.3
THE MIDDLESEX CORPORATION	14.3

TURNPIKE
Financial Management Number(s):
43546215201
Contract Number: E8P89
Project Description:
HEFT-Campbell Drive Inter. Imp
Bid Opening Date : 02JUN2016 **Time:** 02:30PM
Final Selection Meeting Date : 22JUN2016 **Time:** 01:30PM

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Contract Schedule of Items

Contract ID :	E2U46
Date of Letting :	May 27, 2016
Call Order :	001
District :	District 2
Counties :	DUVAL
Awarded Vendor :	F363286318 ARCHER WESTERN CONTRACTORS, LLC.
Awarded Amount :	$176,895,000.00

Project (s) :	Fed Aid Num (s) :
21332315201 (*) 21332315601	0955313I

Description :	Design/Build (Major)
Contract Days :	1380
Contract Execution Days :	10
Special Start Time :	N/A
Acquis./Flexible Start Time :	0

It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be:
(a) either 1) 0 (calendar days) from the date of issuance of
or 2) the date on which the Contractor actually begins work which ever date is earlier, or
(b) Special Start Date as specified in the proposal description, or
(c) Anytime after the date specified in the proposal description

Florida Department of Transportation 06/08/2016

Contract Schedule

Contract ID: E2U46 Lead Project: 21332315201 Fed Aid Num: 0955313I

Awarded Vendor: F363286318 ARCHER WESTERN CONTRACTORS, LLC.

SECTION 0001 Roadway $176,864,998.00

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0 50 2 DESIGN / BUILD, ROADWAY 21332315201	LUMP SUM		$99,000,000.00
0010	0 50 2 DESIGN / BUILD, ROADWAY 21332315201	LUMP SUM		$77,714,998.00
0015	0999 25 INITIAL CONTINGENCY AMOUNT, DO NOT BID 21332315201	LUMP SUM		$150,000.00

SECTION 0002 Utilities $30,002.00

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0020	0999 25 INITIAL CONTINGENCY AMOUNT, DO NOT BID 21332315601 Local Funds Only	LUMP SUM		$30,000.00
0025	1000 5 UTILITY WORK- JPA/UTILITY AGREEMENT, SEWER 21332315601 Local Funds Only	LUMP SUM		$1.00
0030	1000 6 UTILITY WORK- JPA/UTILITY AGREEMENT, WATER 21332315601 Local Funds Only	LUMP SUM		$1.00

Total Bid: $176,895,000.00

Bid Questions and Answers Report

Date & Time: 6/10/2016 11:18:47 AM

District Address: District 2 Construction Office, located at 1109 South Marion Avenue, Lake City, FL 32025

District Phone: (386) 961-7532

Proposal: E2U46

Project: 213323-1-52-01

Letting Date: 5/27/2016

Localtion: DISTRICT OFFICE

Description: I-95 (SR 9)

Question: 11623: In Section VI. H. 2. n. of the Draft RFP it states: "The superstructure for Bridge Nos. 720840 and 720841 (Ramp EN and Ramp WS Flyovers) shall consist of segmental concrete box girders. For this purpose, spliced post-tensioned U-Girders do not meet the definition of segmental construction." Can the Department please clarify this intent, and expand upon on why the use of the curved U-girders are being excluded from this project? By this exclusion, innovation and significant cost savings are being restricted, which is contradictory to the spirit of Design Build projects.

Posted: 9/11/2015 9:04:53 AM

Answer: It is the Department's intent to use segmental concrete box girder construction on this project. If during the ATC process this decision becomes prohibitive due to innovation we will adjust the RFP accordingly.

Status: ANSWER PUBLISHED

Posted: 9/15/2015 9:43:50 AM

Question: 11641: Will the Department please provided the following documentation:
1. Pile Driving Record from the previous I-95/295 project (213323-4-52)
2. Settlement plate data (soil surcharge) from the previous I-95/295 project (213323-4-52)

Posted: 9/14/2015 1:13:55 PM

Answer: 1) Pile driving records are exempt from public records. They will not be provided. 2) District Procurement will provide the requested Settlement plate data.

Status: ANSWER PUBLISHED

Posted: 9/17/2015 8:55:43 AM

Question: 11642: Will the department please supply geotechnical reports and/or data for the I-95/I-295 Phase One and the current phase?

Posted: 9/14/2015 1:16:34 PM

Answer: All available reports will be supplied.

Status: ANSWER PUBLISHED

Posted: 10/20/2015 7:17:53 AM

Question:	11702: In Section VI. H. 2. I. of the Draft RFP it states: "For aesthetic purposes, the exterior beams/girders for all spans of multi-beam bridge shall have the same depth". However, the recommended BDR alternative for EB & WB I-295 over CSX RR and US-17 bridge replacement consist of FIB-45 (Span 1over CSX) and FIB-63 (Span 2over US 17) due to vertical clearance over the railroad. Can this requirement be waived for this structure?	Posted:	9/16/2015 4:21:28 PM
Answer:	The requirement will be waived for this structure. This will be addressed in the next RFP released.	Status:	ANSWER PUBLISHED
		Posted:	10/21/2015 8:31:19 AM
Question:	11728: In Section VI. H. 2. I. of the Draft RFP it states: "For aesthetic purposes, the exterior beams/girders for all spans of multi-beam bridge shall have the same depth". However, the recommended BDR alternative for EB & WB I-295 over CSX RR and US-17 bridge replacement consist of FIB-45 (Span 1over CSX) and FIB-63 (Span 2over US 17) due to vertical clearance over the railroad. Can this requirement be waived for this structure?	Posted:	9/18/2015 9:23:23 AM
Answer:	The requirement will be waived for this structure. This will be addressed in the next RFP released.	Status:	ANSWER PUBLISHED
		Posted:	10/20/2015 7:17:12 AM
Question:	11729: There is a sentence in the RFP on Page 64 of 70 which states that all ITS system components shall be new unless otherwise identified for relocation. Does this apply to existing ITS devices within the project limits but will not be disturbed by the construction?	Posted:	9/18/2015 9:23:50 AM
Answer:	Additional ITS information is forthcoming.	Status:	ANSWER PUBLISHED
		Posted:	10/20/2015 7:18:13 AM
Question:	11730: Will the Department be providing more information about the ITS scope of work such as a Minimum Technical Requirements document?	Posted:	9/18/2015 9:24:14 AM
Answer:	Additional ITS information is forthcoming.	Status:	ANSWER PUBLISHED
		Posted:	9/18/2015 9:41:03 AM
Question:	11731: Will the Department please provide utility information, specifically mark-ups and correspondence?	Posted:	9/18/2015 9:25:22 AM

Answer:	All utility information will be provided.	Status:	ANSWER PUBLISHED
		Posted:	9/18/2015 9:39:05 AM
Question:	11809: Will the Department please provide BDRs completed for this project?	Posted:	9/23/2015 11:29:01 AM
Answer:	BDR records are exempt from public records. They will not be provided.	Status:	ANSWER PUBLISHED
		Posted:	9/23/2015 11:50:41 AM
Question:	12534: We respectfully request the electronic ICPR and Geopak Drainage files?	Posted:	11/23/2015 3:36:03 PM
Answer:	Files will be provided.	Status:	ANSWER PUBLISHED
		Posted:	12/1/2015 7:35:57 AM
Question:	12544: Section IV.B.1 - Alternative Technical Concept (ATC) Proposals - Paragraph 3 states that " the following requirements described by this RFP may be modified by the Design-Build firm provided they are presented in the one-on-one ATC discussion meeting, as described below, and submitted to the Department for review and approval through the ATC process describe herein." Please confirm that ATC proposals must be presented at the one-on-one meeting in order to be considered.	Posted:	11/24/2015 10:57:33 AM
Answer:	ATC proposals must be presented at the one-on-one meeting in order to be considered.	Status:	ANSWER PUBLISHED
		Posted:	11/25/2015 12:36:14 PM
Question:	12545: Will the Department please provide existing roadway plans for I-95, I-295, Cole Road, and US 17 throughout the project limits.	Posted:	11/24/2015 10:59:32 AM
Answer:	We will provide all available plans.	Status:	ANSWER PUBLISHED
		Posted:	11/24/2015 12:52:38 PM
Question:	12630: Please confirm overhead guide sign uprights can be barrier protected in lieu of placing them outside the clear zone.	Posted:	12/3/2015 10:22:37 AM

Answer:	After reviewing a comparison of alternatives provided, yes the Department may approve the design, if there are no other options that do not introduce an above ground hazard in the clear zone.	Status:	ANSWER PUBLISHED
		Posted:	12/23/2015 9:07:38 AM
Question:	12631: Please confirm the following existing structures must be completely removed and replaced with new structures that conform to the lateral offset requirements listed in the RFP (see RFP pages 51 and 52): - I-295 NB over CSX Railroad and US 17 (Bridge No. 720126) - I-295 SB over CSX Railroad and US 17 (Bridge No. 720286) - I-295 NB over I-95 (Bridge No. 720342) - I-295 SB over I-95 (Bridge No. 720232) - Cole Road over I-95 (Bridge No. 720233) The RFP does not definitively prohibit the reuse of these structures should they be used for a different designated purpose.	Posted:	12/3/2015 10:37:23 AM
Answer:	The referenced existing structures shall be completely removed with this project.	Status:	ANSWER PUBLISHED
		Posted:	12/8/2015 8:20:03 AM
Question:	12666: The RFP requires that the curves along Cole Road shall be designed to Florida Greenbook Rural Highway criteria (Figure 3-1, e-max = 0.10). The Appendix G - Horizontal Layout includes proposed curves at the west end of the Cole Road realignment that do not have sufficient tangent length in between them. Will Appendix G be updated to conform with the RFP requirements?	Posted:	12/14/2015 8:18:01 AM
Answer:	The Horizontal Layout will be updated in a future addendum to provide the required tangent length between the reverse curves.	Status:	ANSWER PUBLISHED
		Posted:	1/7/2016 11:55:50 AM
Question:	12905: Could the Department please provide the technical specifications for the JEA UWHCA installations?	Posted:	1/14/2016 8:31:31 AM
Answer:	If any relocation is required for JEA water and/or sewer the Design Build Firm will be responsible for the design and construction of those impacted facilities. Actual utility impacts will be dependent on the DB Firms design options.	Status:	ANSWER PUBLISHED
		Posted:	1/20/2016 6:44:31 AM

Question:	13026: Will the Department please provide the existing lighting information from District 2 per the RFP referenced below: Pg 63 of 77 of Addm No. 4 RFP P. Lighting Plans: The Design-Build Firm shall prepare lighting plans in accordance with Department criteria. All lighting shall be LED lighting.	Posted:	1/21/2016 2:20:56 PM
Answer:	Yes. All available existing lighting information will be provided.	Status: Posted:	ANSWER PUBLISHED 2/4/2016 7:29:39 AM
Question:	13027: Will the department please provide the as-built or CAAD file information for the traffic systems, communication systems, fiber optic systems etc that have been installed by District 2 within the project limits.	Posted:	1/21/2016 2:22:02 PM
Answer:	All available as-builts will be provided.	Status: Posted:	ANSWER PUBLISHED 2/4/2016 7:30:09 AM
Question:	13039: Will the Department please provide the as-builts for the lighting system?	Posted:	1/25/2016 11:06:07 AM
Answer:	All available as-builts will be provided.	Status: Posted:	ANSWER PUBLISHED 2/4/2016 7:30:21 AM
Question:	13040: The supplied ITS files for I-95, are they proposed, final, or as-builts? If not as-builts, will the Department please provide the as-builts?	Posted:	1/25/2016 1:23:20 PM
Answer:	All available as-builts will be provided.	Status: Posted:	ANSWER PUBLISHED 2/4/2016 7:28:11 AM
Question:	13041: Will the Department please provide files for ITS on I-295 west of I-95?	Posted:	1/25/2016 1:25:11 PM

Answer:	All available files will be provided.	Status:	ANSWER PUBLISHED
		Posted:	2/4/2016 7:30:31 AM
Question:	13122: Will the Department please provide the five year crash history for I-295 and I-95 through the project limits?	Posted:	1/28/2016 7:24:39 PM
Answer:	Information has been requested and will be provided as soon as it's available.	Status:	ANSWER PUBLISHED
		Posted:	2/4/2016 8:53:34 AM
Question:	13216: Pg. 73 of 77 of the RFP requires that the Design-Build Teams submit Structures Plans in accordance with the PPM Volume 1, Chapter 26 as well as Wall Control Drawings. Considering the number of bridges on this project and linear footage of retaining walls, will the Department consider reducing the work effort required for the development of the bridge/wall plans during the Technical Proposal? For example, limiting the wall plans to horizontal limits shown on Roadway Plans and special details as necessary. Similarly, limiting the bridge plans to Plan and Elevation drawings and full bridge typical sections showing superstructure, pier type and foundation type.	Posted:	2/8/2016 5:48:23 PM
Answer:	The PPM requirements should be followed in submitting the Technical Proposal.	Status:	ANSWER PUBLISHED
		Posted:	2/18/2016 1:00:13 PM
Question:	13246: Will the department please confirm that covers and tabs/section dividers are not counted toward the page limit?	Posted:	2/10/2016 11:43:56 AM
Answer:	Covers and dividers without project information do not count toward the page limit.	Status:	ANSWER PUBLISHED
		Posted:	2/11/2016 6:43:11 AM
Question:	13553: Please provide clarification on the following RFP requirement on page 58 of 84: "Fill heights (as defined in PPM Table 2.4.1) greater than 20-ft. at proposed bridge approaches shall be supported by retaining walls instead of providing roadside slopes." Specifically, does the Department intend to require wrap-around retaining walls at bridge approaches over 20 feet, and continue the wrap-around retaining wall until the fill height is less than 20 feet? Or, is the intent to ONLY require retaining walls at the face of the abutments (not necessarily requiring them to wrap around)? Would this statement prohibit 1:2 side slopes with guardrail (as shown in the referenced table)?	Posted:	3/3/2016 1:33:27 PM

Answer:	Wrap-around retaining walls extending to the point where the slope height is less than 20-ft. would be required to satisfy this RFP requirement. Note that this RFP requirement was further clarified to address existing roadside slopes in Addendum 6.	Status:	ANSWER PUBLISHED
		Posted:	3/10/2016 3:16:57 PM
Question:	13575: Will the Department please provide the Traffic Noise Model (TNM)?	Posted:	3/7/2016 1:44:02 PM
Answer:	Traffic Noise Model will be provided as FYI.	Status:	ANSWER PUBLISHED
		Posted:	3/10/2016 1:25:43 PM
Question:	13581: Please confirm that the Department will provide a Design Variation for use by the Design-Build teams to allow shoulder rolling along I-95 in sections which require shoulder gutter due to ROW constraints and longitudinal grades flatter than 0.3 %.	Posted:	3/7/2016 6:57:27 PM
Answer:	The Department will provide a variation for shoulder rocking in shoulder gutter areas along I-95 for grades flatter than standard if required by the Department's concept plans.	Status:	ANSWER PUBLISHED
		Posted:	3/11/2016 6:32:57 AM
Question:	13589: Will the Department please provide the .dgn file(s) which show the permitted wetland impacts on the Dredge & Fill sketches?	Posted:	3/8/2016 1:13:52 PM
Answer:	Files were provided on 3/10/16	Status:	ANSWER PUBLISHED
		Posted:	3/11/2016 1:14:59 PM
Answer:	We will provide after the Technical Proposals are received.	Status:	ANSWER VOIDED
		Posted:	3/10/2016 3:21:22 PM
Question:	13627: Can FDOT provide a schedule of trains using the CSX tracks through the project site (Quantity, frequency, times, types of trains, etc.)?	Posted:	3/10/2016 3:07:15 PM
Answer:	According to the Rail Highway Crossing Inventory database, there are 5 freight trains per day (3 daytime trains and 2 nighttime trains) at this crossing location. CSXT does not run on a schedule. The best rule of thumb is to expect movement on any track in any direction at any time.	Status:	ANSWER PUBLISHED
		Posted:	3/23/2016 4:00:42 PM

Answer:	We will provide after the Technical Proposals are received.	Status:	ANSWER VOIDED
		Posted:	3/10/2016 3:21:59 PM
Question:	13757: In reference to question 13627 - As the date of the Technical Proposal submittal has been delayed, can FDOT provide a schedule of trains using the CSX tracks through the project site (Quantity, frequency, times, types of trains, etc.)?	Posted:	3/23/2016 7:57:43 AM
Answer:	See Question 13627. Train data was provided.	Status:	ANSWER PUBLISHED
		Posted:	3/24/2016 6:10:58 AM
Question:	13833: Please clarify if the 3 mile, 1-3/4 mile, and 3/4 mile advance guide sign overhead sign structures on I-295 and I-95 are to be included in the bid price since they are generally located well beyond the project limits.	Posted:	3/31/2016 6:33:01 PM
Answer:	The Design-Build Firm shall design and construct all signs shown in the Guide Sign Locations and Requirements in Appendix K.	Status:	ANSWER PUBLISHED
		Posted:	4/1/2016 12:26:41 PM
Question:	14111: Follow up to question 13553: Again, referencing the RFP requirement that "Fill heights (as defined in PPM Table 2.4.1) greater than 20-ft. at proposed bridge approaches shall be supported by retaining walls instead of providing roadside slopes." Will the Department please clarify what is defined as a bridge approach in this context? For example, within a certain distance, grade, or the approach slab?	Posted:	4/18/2016 11:35:12 AM
Answer:	The bridge approach in this context extends from the bridge abutment to the point along the approach roadway where the fill height (as defined in PPM Table 2.4.1) is less than 20-ft.	Status:	ANSWER PUBLISHED
		Posted:	4/22/2016 8:01:12 AM
Question:	14135: The RFP is not clear with respect to the requirements for the existing Bridge Culvert Structures (Bridge Nos. 720384, 720405, and 720406). Our evaluation indicates that these structures do not load rate under their current existing conditions. Can the Department confirm that these structures shall be replaced or strengthened under this DB contract?	Posted:	4/18/2016 6:14:43 PM

Answer:	If the Design-Build Firm proposes to lengthen an existing bridge culvert or otherwise modify the loading condition on an existing bridge culvert, the Design-Build Firm shall first perform an LRFR load rating of the existing culvert (in its existing condition). If any LRFR design inventory or FL 120 Permit rating factors are less than 1.0, the Design-Build Firm shall calculate rating factors using LFR. If any LRFR or LFR inventory load rating factors are less than 1.0, a revised load rating may be performed in accordance with SDG 7.1.1.C. If any LFR inventory rating factors remain less than 1.0, the Design-Build Firm shall be responsible for replacing or strengthening the culvert. Inventory rating factors for both the existing culvert and any lengthened culvert sections shall be greater than or equal to 1.0 in the final condition using the controlling method (LRFR or LFR) resulting from the existing culvert analysis described above.	Status:	ANSWER PUBLISHED
		Posted:	5/5/2016 8:13:32 AM
Question:	14375: Please provide both the existing and proposed Storm Water Management Models provided in Appendix F (Cross Drain Calculations) of the Drainage Design Report.	Posted:	5/5/2016 10:58:12 AM
Answer:	The requested information was provided.	Status:	ANSWER PUBLISHED
		Posted:	5/12/2016 1:35:51 PM
Question:	14543: Question ID 14135 only pertains to Box Culvert Structures 720384, 720405, and 720406. Is it the intent of the Department to also confirm the structural adequacy for all the culverts on the project including the existing pipe culverts?	Posted:	5/16/2016 2:36:50 PM
Answer:	The Design-Build Firm is responsible for evaluating the structural adequacy of all existing cross drains and storm sewer pipes to remain that are impacted by the proposed design and for strengthening or replacing these existing elements as necessary to satisfy the applicable criteria for the proposed loading condition.	Status:	ANSWER PUBLISHED
		Posted:	5/20/2016 7:46:11 AM
Question:	14628: 1) On the mainline I-295 typical sections (Typical Section 1 and 2) where full depth inside shoulders are called for to facilitate future express lane expansion, the typical sections do not indicate edge drain along the inside shoulder edge. Can the FDOT confirm that edge drains will not be required along the inside shoulders (future express lane pavement) under normal crown conditions ?	Posted:	5/20/2016 2:59:12 PM
Answer:	Edge drains are not required for the full depth inside shoulders shown in the Typical Section Package in Appendix E under normal crown conditions.	Status:	ANSWER PUBLISHED
		Posted:	5/24/2016 4:35:16 PM

Question:	14629: In some locations on the single lane ramps, additional pavement on the inside shoulder beyond the shoulder width requirement may be required to satisfy stopping sight distance requirements. Can the FDOT confirm that the additional ramp width can be constructed in asphalt pavement or will concrete shoulder full width be required?	Posted:	5/20/2016 3:02:18 PM
Answer:	This question has been addressed in RFP Addendum 11.	Status:	ANSWER PUBLISHED
		Posted:	5/24/2016 11:59:53 AM
Question:	14630: The project includes several existing box culverts (including CD-11, CD-5, CD-8, CD-16, CD-13) where the fill heights in the vicinity of the wing-walls will be dramatically increased. In addition, the inspection reports at some culverts show that the wing-walls are already leaning. Please confirm that the wing-walls for the existing box culverts must be replaced if additional loading is incorporated in the design build team's concept.	Posted:	5/20/2016 3:19:57 PM
Answer:	The Design-Build Firm shall analyze the existing wing walls for the proposed loading condition using the applicable design criteria and shall strengthen or replace the wing walls if necessary to support the proposed loading.	Status:	ANSWER PUBLISHED
		Posted:	5/24/2016 12:00:47 PM
Question:	14631: As a follow up to Question ID 14135, the existing documents included with the RFP are not sufficient to perform a load rating analysis of the existing non-bridge culverts (including CD 2, CD-5, CD-6, CD-7, CD-8, CD-12, CD-13 CD-15). Can the Department provide additional documentation including existing plans and inspection reports, if available, to all teams in order to adequately evaluate the existing non-bridge culverts?	Posted:	5/20/2016 3:21:07 PM
Answer:	All available existing plans have been provided by the District Contracts Office.	Status:	ANSWER PUBLISHED
		Posted:	5/24/2016 4:32:32 PM
Question:	14632: Appendix K Indicates that sign structure assembly pairs 29/33 and 30/32 are to be reused. These structures conflict with the required widening or will be within the clear zone. Is it the FDOT's intent to require replacement of these structures?	Posted:	5/20/2016 3:21:18 PM
Answer:	Appendix K does not define the disposition of existing sign structures. The Design-Build Firm is responsible for determining whether the existing sign structures are to be replaced, subject to the requirements of the RFP.	Status:	ANSWER PUBLISHED
		Posted:	5/24/2016 12:01:44 PM

Question:	14633: It would appear that the sign panel assemblies 30 & 31 as shown in Appendix K are inappropriately utilizing angled up arrows for advance signing in violation of the MUTCD. Is it the FDOT's intent to use a down arrow per lane on the advance exit panels as shown on MUTCD Figure 2E-34?	Posted:	5/20/2016 3:29:37 PM
Answer:	It is not the Department's intent to use a down arrow per lane on the advance exit panels as shown in MUTCD Figure 2E-34. The signs shall remain as detailed in Appendix K.	Status:	ANSWER PUBLISHED
		Posted:	5/24/2016 4:31:08 PM

WORKFORCE AND EMPLOYMENT OPPORTUNITIES OFFICES

To obtain the addresses, phone numbers, fax numbers and e-mail addresses of your local workforce employment partner, please visit the following website:

www.floridajobs.org/onestop/onestopdir/

BITUMINOUS MATERIAL GASOLINE AND DIESEL FUELS AND NATURAL GAS PRICE INDEX

To obtain information on Bituminous Material Gasoline and Diesel Fuels and Natural Gas Price Index, please visit the following website (click on Contracts Office Menu and choose Asphalt Price Index):

http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.shtm

PROCUREMENT OFFICE
Current Design/Build and Special Advertisements

Procurement Office Home Page

Design/Build Results

District Ads:	1	2	3	4	5	6	7	Turnpike	Central Office

District Design-Build Addenda and Project Information: Please select a District

Design-Build Acquisition Plan

Updated: Tuesday September 08 2015

Florida Department of Transportation
Notice to Contractors / Consultants:

The Department of Transportation (Department) is soliciting contracting and consulting services for the Design-Build projects identified below.

QUALIFICATION REQUIREMENTS: Design-Build Firms must be qualified in accordance with Rule Chapter 14-91, Florida Administrative Code. Design-Build Firms shall satisfy the technical qualification requirements of Rule 14-75, and all qualification requirements of Rule Chapter 14-22, Florida Administrative Code. The Contractor or Joint Venture members collectively, must be qualified in the advertised Construction Contractor Work Classes. The Contractor or Joint Venture cannot utilize subcontractors to meet the qualification requirements for the Construction Work Classes. The design consultant may utilize subconsultants to meet the advertised Professional Services Work Type requirements. All qualification requirements must be met prior to the Response Deadline. Two or more qualified parties submitting as a Joint Venture must meet the Joint Venture requirements of Rule Chapter 14-22, specifically Rule 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture, Form No. 375-020-18, and receive approval from the Department prior to the Response Deadline for Letters of Interest (LOI) or submittal of the Proposal, whichever occurs first.

NEW FORM MUST BE SUBMITTED FOR BRIDGE DESIGN PROJECTS: Design-Build Firms responding to advertisements requiring Group 4 Bridge Design work type qualification must submit a completed and signed Bridge Qualification Form along with the LOI, by the date/time deadline established for the LOI. Please refer to this preamble and the specific project advertisement for other submittal directions.

CONSULTANT ELIGIBILITY: It is a basic tenet of the Department's contracting program that contracts are procured in a fair, open, and competitive manner. The Department requires that consultants representing the Department must be free of conflicting professional or personal interests. In order to prevent potential conflicts of interest, the Department has established guidelines to be followed by design consultants. Please familiarize yourself with the requirements of Procedure No.375-030-006, also known as: "Restriction on Consultants' Eligibility to Compete for Department Contracts." By submitting an LOI or Bid/Price Proposal as part of a Design-Build Firm, or Joint Venture, the design consultant certifies that they are in compliance with Procedure No. 375-030-006. This procedure is available at the following link: Procedure 375-030-006 A Proposal Guaranty of not less than five percent (5%) of the total actual Bid/Price Proposal in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Bid Bond made payable to the Florida Department of Transportation must accompany each Bid/Price Proposal in excess of $150,000. A check or draft in any amount less than five percent (5%) of the actual Bid/Price Proposal will invalidate the Bid/Price Proposal. Bid bonds shall conform to DOT Form No. 375-020-34 furnished with the Bid/Price Proposal.

For those projects designated as **ADJUSTED SCORE TYPE**, the Department will conduct a two-phase design-build procurement process. For Phase I, qualified Design-Build Firms must submit an LOI for each project in which they are interested, to the indicated requesting unit by the time and date indicated as the Response Deadline. It is the responsibility of the Design-Build firm to insure that the complete LOI is timely received by the Department. The LOI will be limited to ten (10) 8½"x11" pages with a minimum font size of ten (10). In the LOI, please provide the name, address, phone number, and e-mail address for the Design-Build Firm contact person; the qualification status of the contractor and design consultant as part of the Design-Build Firm, and the key companies and key personnel proposed as participating in the Project. Resumes may be separately submitted, but are limited to one 8½"x11" page each. Resumes are not counted toward the ten(10) page limitation. Please provide one (1) page resumes for each of the following nine (9) key staff positions, as applicable:

a. Construction Project Manager
b. Construction Design-Build Coordinator
c. Construction Roadway Superintendent
d. Construction Structures Superintendent
e. Construction Superintendent - Specialty (Project Specific Requirement)
f. Design Project Manager
g. Design Roadway Engineer of Record
h. Design Structures Engineer of Record
i. Design Engineer of Record - Specialty (Project Specific Requirement)

A one(1) page 11"x17"organization chart shall be provided, and is also excluded from the page count. Please note: If the contractor and/or design consultant do not have performance history working with the Department or if the performance history is no longer current (older than 5 years), they are permitted to submit evidence of their past performance, including evaluations or grades and letters of reference, or recommendations (provide contact information for verification purposes). The past performance information is limited to three (3) 8½"x11" pages total, and is restricted to firms without performance history with the Department and/or to firms whose performance history with the Department is no longer current (older than 5 years). The additional three pages will not count toward the ten (10) page limitation of the LOI. *Note:* Resumes, Organizational Chart and three (3) pages of Performance History with the Department are not considered in the ten (10) page count/limitation. Cover sheets, photos, charts, etc. or other documentation not specifically listed as exclusions will be considered in the page count limitation.

The Department will judge the relative ability of each submitting company/entity to perform the required services based on qualification information and the LOI. Unless otherwise noted in the specific Design-Build advertisement, the criteria for evaluating the Phase I submittals will include:

1. Design-Build Firm Name and prequalifications
2. Past Performance Evaluations, Design-Build Project Experience, Organization, and Staffing (0-7 Total Points):
    - Contractor Grades
    - Professional Consultant Grades
    - Performance History with other States or Agencies, if none with the Department
    - Design-Build Project experience of the Contractor and Professional Consultant
    - Similar types of work experience
    - Environmental Record
    - Contractor Experience Modification Rating (Current Year)
    - Design-Build Firm organization
    - Design-Build Firm staffing plan
    - Design-Build Firm coordination plan
3. Design-Build Project Requirements and Critical Issues (0-13 Total Points):
    - Understanding of Design-Build Project Requirements
    - Identification of critical issues
    - Outline for addressing critical issues

Relative weightings for all Phase I criteria are specified within the project advertisement. All qualified firms submitting a responsive LOI will be scored on a scale of 0-20 points(Phase I). The responsive Design-Build Firms will be informed of the Phase I scores. By the deadline specified in the advertisement, Design-Build Firms are required to advise the Department in writing of their intent to continue to Phase II. Design-Build Firms that do not declare affirmatively in writing by the stated deadline will not be permitted to continue on to Phase II of the Design-Build procurement process. The Department will post the Short-List (i.e. those responsive Design-Build Firms that have timely and affirmatively declared in writing) to the Department's website on the date shown below. Design-Build Firms who timely and affirmatively declare their intent in writing to the Department will be issued a Request for Proposal(RFP) that will include the Short-List of Design-Build Firms, representing all responsive Phase I Design-Build Firms that have elected to continue on to the Phase II Technical Proposal stage. The requirements for Phase II Technical Proposals will be described in the RFP. Phase II Technical Proposals will be scored on an 80 point scale. The total score from Phase I and Phase II will be added to determine the Design-Build Firm's Total Technical Score. Unless otherwise specified in the RFP, the award of the Project will be determined on a Total Adjusted Score as shown in the RFP based on both the Bid/Price Proposal and Technical Score.

The Phase I and the combined Phase I and Phase II results will be posted on the Department's website: (www.dot.state.fl.us/procurement) on the indicated date. Public meeting dates and times are provided with new listed projects. All public meetings will be held in District headquarters unless otherwise noted. Changes to meeting dates and times will be updated on the Department's website. The agenda for all public meetings is as follows: a) Opening Remarks (approx. 3 minutes); b) Public Input (15 minutes); c) Department business; d) Closing. For more information, contact the designated responsible office. The Short-Listed firms (consisting of all Design-Build Firms timely and affirmatively electing in writing to proceed) will be provided a RFP containing a design criteria package and requested to provide a Technical Proposal and Bid/Price Proposal for the Project. The selection results will be posted on the Department's website at the date and time indicated in the advertisement. Partners/Teaming Arrangements or

proposed key staff of the Design-Build Firm shall not be changed after submittal of the LOI on **ADJUSTED SCORE TYPE** projects without written consent of the Department. Failure to receive approval on such a change may result in the Proposal being declared non-responsive.

RESPONSE PROCEDURE FOR ADJUSTED SCORE TYPE: The LOI and required attachments shall be submitted electronically in adobe.pdf format (unzipped) and attached to a single email. The Department has a 10 MB limit on email. Emails that exceed this 10 MB email server limit may be rejected by the Department's email server. It is solely the Design Build Firm's responsibility to ensure that the LOI is received by the Department's server by the LOI due date and time. Only (1) LOI per legal entity is acceptable. All LOI files should be sent to the indicated requesting unit, and must be received by the Department by the Phase I LOI response deadline shown below.

For those projects designated as **LOW BID TYPE**, Technical and Bid/Price Proposals must be submitted by the date and time indicated in the Advertisement. It is the responsibility of the Design-Build Firms to insure that Technical and Bid/Price Proposals are timely received. For Low Bid Type projects, an RFP may be requested by any interested party at the response address provided below. The deadline for obtaining bid packages shall be 24 hours prior to scheduled letting date and time. In order to receive bid documents, the Design Build firm must complete Low Bid Design-Build Qualification Validation Form No. 700-011-36, for all qualifying team members, at least 24 hours in advance of the scheduled letting. The form shall be submitted to the appropriate district, who will confirm qualification for the prospective Design-Build Firm. The form must be submitted at least 24 hours in advance of the response deadline (Bids Due Date/Bid Opening Date).
Low Bid Technical Proposals shall be submitted using Low Bid Design-Build Technical Proposal Form No. 700-010-21. The Technical Proposal of the low bid Proposer will then be reviewed to determine its responsiveness. If found to be non-responsive, the next lowest bid Proposer will be considered. A Proposal will be considered non-responsive if it does not contain all of the information and level of detail requested in the RFP. All Bid Openings and public meetings will be held in District headquarters unless otherwise noted. Changes to meeting dates and times will be updated on the Department's website. The agenda for all public meetings is as follows: a) Opening Remarks (approx. 3 minutes); b) Public Input (15 minutes); c) Department business; d) Closing. For more information, contact the designated responsible office. The selection results will be posted on the Department's Website at the date and time indicated in the advertisement. Partners/Teaming Arrangements or key staff of the Design-Build Firm shall not be changed after submittal of the Proposal on **LOW BID TYPE** projects without written consent of the Department. Failure to receive approval on such a change will result in the Proposal being declared non-responsive.

RESPONSE PROCEDURE FOR LOW BID TYPE: The Technical Proposal and required attachments shall be submitted electronically in adobe.pdf format (unzipped) and attached to a single email. The Department has a 10MB limit on email. Emails that exceed this 10MB email server limit may be rejected by the Department's email server. It is solely the Design Build Firm's responsibility to ensure that the Technical Proposal is received by the Department's server by the due date and time. Only (1) Technical Proposal per legal entity is acceptable. All Technical Proposal files should be sent to the indicated requesting unit and must be received by the Department by the response deadline shown below.

Note: The Department reserves the right to reject all Proposals and/or to waive minor Proposal irregularities.

The Contractor or Lead Design Consultant shall not team with other Proposers to submit more than one Proposal per project.

COMMUNICATIONS BETWEEN DESIGN-BUILD FIRMS AND

DEPARTMENT: Respondents to these solicitations or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. In order to ensure a fair, competitive, and open process, once a project is advertised under Current Advertisements, all communications between interested firms and the Department must be directed to the Department's Prebid Question and Answer website. It is the responsibility of the Design-Build Firm to review the Prebid Question and Answer website and the project advertisement for updates prior to the LOI Response Deadline.

Pursuant to Sections 120.57(3) and 337.11, Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within ten days after the filing of the notice of protest. The required notice of protest and bond, and formal written protest must each be timely filed with the **Florida Department of Transportation, Clerk of Agency Proceedings, 605 Suwannee St, Mail Station 58, Tallahassee FL 32399-0458**. Failure to file a notice of protest or formal written protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120 Florida Statutes.

The Department will pay stipends only to the Short-Listed Design-Build Firms with the first and second highest Letter of Interest Scores based on the following guidelines:

- The Design-Build Firm must submit responsive Technical and Price Proposal in Phase II in order to be eligible for a stipend.
- The Design-Build Firm who is ultimately awarded the Contract is not eligible for a stipend.
- The Design-Build Firm must execute with original signatures and have delivered to the Department within one (1) week after the Short-List protest period, four (4) originals of the Design-Build Stipend Agreement, Form No. 700-011-14. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Design-Build Firm.
- If after removing the successful Design-Build Firm's Letter of Interest Score, there are two or more Design-Build Firms with the same highest Letter of Interest Score, only the non-selected responsive Design-Build Firms with the highest scores will be eligible to receive a stipend
- If after removing the successful Design-Build Firm's Letter of Interest Score, there is one responsive Design-Build Firm with the highest Letter of Interest Score, and two or more responsive Design-Build Firms with the same Letter of Interest Score, then the responsive Design-Build Firm with the highest score, and all the responsive Design-Build Firms with the second highest score will be eligible to receive a stipend.

DBE AND NON-DBE SMALL BUSINESS ASPIRATION GOAL: It is the policy of FDOT to encourage the participation of small businesses and disadvantaged business enterprises ("DBE") in all facets of the business activities of FDOT, consistent with applicable laws and regulations. FDOT has established an aspiration goal of 10% DBE usage and an additional 3% non-DBE Small Business usage for the subject Project. Firms proposing for this Project shall aspire to have

ten percent (10%) or more of the total contract costs performed by DBEs, and an additional three percent (3%) or more of the total contract costs performed by non-DBE small businesses. Although not a contract requirement, FDOT believes that the aforementioned aspiration goal can realistically be achieved based on current availability of DBEs and small businesses. FDOT further believes that the 13% overall goal can be achieved through race neutral means, using standard competitive procurement processes. Pursuant to the provisions of Section 339.0805, Florida Statutes, and Rule 14.78.005, Florida Administrative Code, FDOT has adopted rules to provide certified DBEs opportunities to participate in the business activities of FDOT as vendors, contractors, subcontractors, and consultants. FDOT has adopted the DBE definition set forth in Code 49 of Federal Regulations Section 26.5. The Department's DBE directory may be found at the following website:
https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp Firms agree to apply their best efforts to utilize qualified non-DBE small businesses as vendors, contractors, subcontractors, and consultants for the Project. Qualifications for small businesses may be found at the following website: http://www.dot.state.fl.us/EqualOpportunityOffice/sizeStandards.shtm Firms will submit the Aspiration Goal Form for "DBE" and "Non-DBE Small Business" Firms at the Pre-Construction Conference.

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES:
Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INSPECTOR GENERAL: The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

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DISTRICT 2

Procurement Number : E2U46

Project Description :
I-95 at I-295 North Interchange
The scope of work includes all investigation, design, permitting, coordination, final approved construction documents and construction activities necessary for the construction of operational improvements to the existing interchange at I-95 and I-295 and additional improvements.
Budget Amount
213323-1-52-01: $170,668,043.00
213323-1-56-01: $500,056.00
Actual commitment and final execution of this contract is contingent upon an approved legislative budget and availability of funds.

Financial Management Number(s):
21332315201 21332315601

Budget Amount : $171,168,099
Selection Procedure : ADJUSTED SCORE TYPE
Response Requested : LETTER OF INTEREST
Maximum Number of Pages: 10

Prequalification Requirements:
Contractor must be qualified under Rule, 14-22, Florida Administrative Code - Work Class(s):
Major Bridge - Concrete Segmental Construction
Major Bridge - Multi-Level Roadways
Professional Team Member Qualified under Rule 14-75, Florida Administrative Code - Work Class(es):
3.3 - Controlled Access Highway Design
9.4.1 - Standard Foundation Studies

Additional Bridge Design Work Types :
Must be Prequalified in Work Types:
4.1.2 Minor Bridge Design
4.2.3 Major Bridge Design - Segmental
NEW FORM MUST BE SUBMITTED FOR THIS PROJECT: SEE PREAMBLE.

Technical Questions Should Be Addressed To:
Technical Questions Should be Addressed To:
https://www3b.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal

DBE/MBE Requirements:
See preamble.

Special Notes:
The Stipend amount for this project is $390,000.00.
Stipends will be paid to shortlisted firms based on the

guidelines noted in the preamble of this advertisement. In accordance with RESTRICTION ON CONSULTANTS - ELIGIBILTY TO COMPETE FOR DEPARTMENT CONTRACTS (TOPIC 375-030-006-B), the following Firms participated in the development of the conceptual plans or Request for Proposal for this Project and are restricted from participation on a Design-Build Firm without approval from the District 2 Secretary. The Firms identified below may not represent a comprehensive list. Firms not listed below who performed services or who are later retained to perform services on this Project are subject to restriction unless an exception is obtained from the Department.

C9I77
STV Incorporated d/b/a STV/Ralph Whitehead Associates
Peters and Yaffee, Inc.
C9I79
AECOM Technical Services, Inc.
Civil Services, Inc.
CSI Geo, Inc.
Environmental Resource Solutions, Inc.
F.R. Aleman & Associates, Inc.
Bradley Surveying and Mapping, Inc.
Bold City Title and Abstract Company
American Government Services Corporation
C9E03
Atkins North America, Inc.
TBE Group Inc. d/b/a Cardno TBE
Environmental Transportation Planning
Estimated Contract Time: 1,380 calendar days

View RFP
(Adobe Acrobat ® PDF file)

Advertisement Date	:	08SEP2015		
Phase 1 LOI Response Deadline	:	29SEP2015		02:00PM
Phase1 Selection Cmte. Meeting	:	26OCT2015	**Time:**	10:00AM
LOI Scores Notification Date	:	26OCT2015	**Time:**	02:00PM
Deadline for Election to Participate in Phase2	:	28OCT2015	**Time:**	02:00PM
Posting of Shortlist	:	28OCT2015	**Time:**	05:00PM
Mand. Pre-Proposal Meeting Date	:	05NOV2015	**Time:**	10:00AM
Phase 2 Tech. Proposal Due Date	:	22MAR2016	**Time:**	02:00PM
Price Proposal Due Date	:	27APR2016	**Time:**	11:00AM
Proposal Opening Date	:	27APR2016	**Time:**	11:00AM
Final Selection Meeting Date	:	02MAY2016	**Time:**	10:00AM

Meeting Location Notes:
Mandatory Pre-Proposal Meeting Location: Lake City District Two Office, 1109 South Marion Avenue, Lake City, Florida 32025 on November 5, 2015 at 10:00 am.

Bid Opening Date/Time/Location :
The price proposal opening for this project will be held on Wednesday, April 27, 2016 at 11:00 am, Florida Department of Transporation, District Two Lake City District Office, 1109 South Marion Ave, Lake City, FL 32025.

Phase 1 LOI Response Deadline : 29SEP2015 02:00PM

Respond To:
Florida DOT - District 2
1109 South Marion Avenue
MS 2015
Lake City, FL 32025-5874
Attn: Jim Brown, MS 2015
Procurement
Phone: 386-758-3798
james.brown@dot.state.fl.us

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Letting: 02160527 Call Order: 001 Proposal: E2U46 District:02
Counties: DUVAL
Road Name: I-95 (SR 9)
Limits: I-95 @ N. I-295 INTERCHANGE
Project(s): 21332315201(*) Federal Aid No: 0955313I
Project(s): 21332315601 Federal Aid No: N/A

Total Roadway Length:	7.855 Miles	Contract Days:	1380
Total Bridge Length:	0.000 Miles	Letting Date:	05/27/16
Total Proposal Length:	7.855 Miles	Contract Execution Days:	10
		Special Start Date:	N/A
		Aquis/Flexible Start Time:	0 Days (Acq. Time)

Proposal Budget Estimate: $171,168,099.00

Please read the full advertisement

Description: Design/Build (Major)
I-95 (SR 9) AT NORTH I-295 INTERCHANGE - INTERCHANGE RAMP (NEW)

Call Order: 001 Proposal: E2U46

ALT	Item	Description	Unit	Quantity
Section 0001 Roadway				
	0 50- 2-	DESIGN / BUILD, ROADWAY (21332315201)	LS	1.000
	0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID (21332315201)	LS	1.000
Section 0002 Utilities				
	0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID (21332315601 Local Funds Only)	LS	1.000
	1000- 5-	UTILITY WORK- JPA/UTILITY AGREEMENT, SEWER (21332315601 Local Funds Only)	LS	1.000
	1000- 6-	UTILITY WORK- JPA/UTILITY AGREEMENT, WATER (21332315601 Local Funds Only)	LS	1.000

E2U46: 213323-1-52-01, 213323-1-56-01, I-95 @ I-295 North Interchange Revised May 11, 2016

Date	Event
September 8, 2015	Advertisement
September 29, 2015	Letters of Interest for Phase I of the procurement process due in District Office by 2:00 pm local time
October 21, 2015	Proposal Evaluators submit Letter of Interest Scores to Contracting Unit 10:00 am local time
October 26, 2015	Public Meeting of Selection Committee to review and confirm Letter of Interest scores 10:00 am local time
October 26, 2015	Notification to Responsive Design-Build Firms of the Letter of Interest scores 2:00 pm local time
October 28, 2015	Deadline for all responsive Design-Build Firms to affirmatively declare intent to continue to Phase II of the procurement process 2:00 pm local time
October 28, 2015	Shortlist Posting 5:00 pm local time
November 5, 2015	Final RFP provided to Design-Build Firms providing Affirmative Declaration of Intent to continue to Phase II of the procurement process
November 5, 2015	Mandatory Pre-Proposal Meeting at 10:00 am local time at: Florida Department of Transportation, District 2 Complex 1109 South Marion Avenue, Lake City, FL 32025 **All Utility Agency/Owners that the Department contemplates an adjustment, protection, or relocation is possible are to be invited to the mandatory Pre-Proposal meeting.**
November 5, 2015	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1
November 12, 2015	Utility Pre-Proposal Meeting facilitated by the District Utilities Administrator. Individual meeting times will be assigned after the Shortlist Posting. The meeting will be located at: Florida Department of Transportation, District 2 Urban Office 2198 Edison Avenue, Jacksonville, FL 32204
November 12, 2015	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1
November 16, 2015	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 60 Minutes will be allotted for this Meeting.
November 19, 2015	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2
November 24, 2015	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 2
November 30, 2015	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 60 Minutes will be allotted for this Meeting.
December 9, 2015	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 3
December 9, 2015	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 3
December 11, 2015	One-on-One Alternative Technical Concept Discussion Meeting No. 3. 60 Minutes will be allotted for this Meeting
December 15, 2015	Final deadline for submission of requests for Design Exceptions or Design Variations 5:00 pm local time.
December 15, 2015	Deadline for submittal of Alternative Technical Concept Proposals 5:00 pm local time.
January 7, 2016	Publication of approved Design Exceptions and Design Variations
January 8, 2016	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 4
January 11, 2016	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 4
January 14, 2016	One-on-One Alternative Technical Concept Discussion Meeting No. 4. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to December 15, 2015 and new ATCs that incorporate Design Exceptions and Design Variations that were published on January 5, 2016. No other new ATC submittals will be accepted after the December 15, 2015 deadline.
January 22, 2016	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 5

January 25, 2016	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 5
January 29, 2016	One-on-One Alternative Technical Concept Discussion Meeting No. 5. 60 Minutes will be allotted for this Meeting. This ATC meeting is for continuing discussion on ATCs submitted prior to December 15, 2015 and new ATCs that incorporate Design Exceptions and Design Variations that were published on January 5, 2016. No other new ATC submittals will be accepted after the December 15, 2015 deadline.
February 8, 2016	Deadline for submittal of Alternative Technical Concept Proposals that incorporate Design Exceptions and Design Variations that were published on January 5, 2016. Deadline is 5:00 pm local time.
March 7, 2016	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
March 11, 2016	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.
April 5, 2016	Technical Proposals due in District Office by 2:00pm local time
April 11, 2016	Deadline for Design-Build Firm to "opt out" of Technical Proposal Page Turn meeting
April 21, 2016	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 30 Minutes will be allotted for this Meeting.
April 28, 2016	Question and Answer Session. Times will be assigned during the Pre-Proposal Meeting. One hour will be allotted for questions and responses.
May 6, 2016	Deadline for submittal of Written Clarification letter following Question and Answer Session 5:00 pm local time
May 20, 2016	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the Pre-Bid Q&A website.
May 24, 2016	Deadline for the Department to post responses to the Pre-Bid Q&A website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
May 27, 2016	Price Proposals due in District Office by 11:00 am local time.
May 27, 2016	Public announcing of Technical Scores and opening of Price Proposals at 11:00 am local time at: Florida Department of Transportation, District 2 Complex 1109 South Marion Avenue, Lake City, FL 32025
June 6, 2016	Public Meeting of Selection Committee to determine intended Award
June 6, 2016	Posting of the Department's intended decision to Award (will remain posted for 72 hours)
June 10, 2016	Anticipated Award Date
July 1, 2016	Anticipated Execution Date

General Decision Number: FL160207 01/08/2016 FL207

Superseded General Decision Number: FL20150207

State: Florida

Construction Type: Highway

County: Duval County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-025 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 14.54	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 14.52	0.00
ELECTRICIAN.....	$ 21.87	0.00
FENCE ERECTOR.....	$ 10.75	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	$ 12.37	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	$ 12.13	0.00
INSTALLER - GUARDRAIL.....	$ 11.94	0.00
IRONWORKER, ORNAMENTAL.....	$ 13.48	0.00
IRONWORKER, REINFORCING.....	$ 15.77	0.00
IRONWORKER, STRUCTURAL.....	$ 17.50	0.00
LABORER (Traffic Control Specialist).....	$ 11.32	0.00
LABORER: Asphalt, Includes		

Raker, Shoveler, Spreader and Distributor	$ 13.61	0.00
LABORER: Common or General	$ 10.81	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 12.40	0.00
LABORER: Flagger	$ 12.02	0.00
LABORER: Grade Checker	$ 13.70	0.00
LABORER: Landscape & Irrigation	$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.81	0.00
LABORER: Pipelayer	$ 14.41	0.00
OPERATOR: Auger	$ 12.43	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.22	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.51	0.00
OPERATOR: Boom	$ 17.25	0.00
OPERATOR: Boring Machine	$ 17.07	0.00
OPERATOR: Broom/Sweeper	$ 11.79	0.00
OPERATOR: Bulldozer	$ 16.09	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Concrete Pump	$ 19.57	0.00
OPERATOR: Concrete Saw	$ 15.24	0.00
OPERATOR: Crane	$ 21.35	0.00
OPERATOR: Curb Machine	$ 19.33	0.00
OPERATOR: Distributor	$ 15.01	0.00
OPERATOR: Drill	$ 14.71	0.00
OPERATOR: Forklift	$ 12.02	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 17.97	0.00
OPERATOR: Grinding/Grooving Machine	$ 16.07	0.00

OPERATOR: Loader	$ 13.94	0.00
OPERATOR: Mechanic	$ 18.20	0.00
OPERATOR: Milling Machine	$ 15.49	0.00
OPERATOR: Oiler	$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.32	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 20.22	0.00
OPERATOR: Roller	$ 12.81	0.00
OPERATOR: Scraper	$ 12.01	0.00
OPERATOR: Screed	$ 14.97	0.00
OPERATOR: Tractor	$ 12.57	0.00
OPERATOR: Trencher	$ 20.17	0.00
PAINTER: Spray	$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation	$ 16.07	0.00
TRUCK DRIVER: Dump Truck	$ 13.77	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck	$ 15.96	0.00
TRUCK DRIVER: Slurry Truck	$ 11.96	0.00
TRUCK DRIVER: Vactor Truck	$ 13.51	0.00
TRUCK DRIVER: Water Truck	$ 13.90	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Berkshire Hathaway Specialty Ins Company	22276
INSURER C:	National Fire & Marine Ins Co	20079
INSURER D:	North American Capacity Ins Co	25038
INSURER E:		
INSURER F:		

INSURED
The Walsh Group, Ltd.
929 West Adams
Chicago IL 60607 USA

COVERAGES **CERTIFICATE NUMBER:** 570071537882 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			41PKG8901912 SIR applies per policy terms & conditions	06/01/2018	06/01/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			41PKG8901912 AOS	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			41CAB8902012 MA Only	06/01/2018	06/01/2019	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			47XSF30256803	06/01/2018	06/01/2019	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41WCI8901712	06/01/2018	06/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Excess WC			41WCX8901812 SIR XS WC - IL,IN,WA SIR applies per policy terms & conditions	06/01/2018	06/01/2019	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate voids and replaces certificate 570071434272 dated 5/31/18.
RE: I-95 at I-295 North Interchange; Contract No.: E2U46; Financial Project No.(s): 21332315201 & 21332315601; Archer Wester Job No.: 216063. See attached.

CERTIFICATE HOLDER

Florida Department of Transportation
1109 South Marion Avenue
Mail Station 2015
Lakes City, FL 32025-5874 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Holder Identifier : AB

Certificate No : 570071537882

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AGENCY CUSTOMER ID: 10774508
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED The Walsh Group, Ltd.
POLICY NUMBER See Certificate Number: 570071537882	
CARRIER See Certificate Number: 570071537882 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Env Contr Prof			CNP100002800 SIR applies per policy terms & conditions	06/01/2018	06/01/2019	Per Claim/Aggr	$15,000,000

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AGENCY CUSTOMER ID: 10774508

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		The Walsh Group, Ltd.
POLICY NUMBER		
See Certificate Number: 570071537882		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570071537882		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Continuation

Florida Department of Transportation and CSX are an Additional Insured pertaining to General Liability and Excess Liability with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
Insurance Requirements

Without limiting its liability under this Contract, Design-Builder shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Design-Builder shall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable) insurance of the types and limits, and in amounts not less, those stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover Design-Builder (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Design-Builder shall continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the Project. The amount of products/completed operations coverage maintained during the three year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Design-Builder in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability $1,000,000 per Claim
$2,000,000 Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk/Installation Floater **100% Completed Value of the Project**

Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: Bidder, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees, and agents are to be named as a loss payee.

Pollution Liability $2,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution-related concerns shall maintain Design-Builder's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, disease, and mental anguish or shock sustained by any person, including death; property damage, including physical injury to, or destruction of, tangible property, including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of Design-Builder, including transportation.

Pollution Legal Liability $2,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

In the event that any part of the work to be performed hereunder shall require the Design-Builder or its subcontractors to enter, cross, or work upon or beneath the property, tracks, or right-of-way

of a railroad or railroads, Design-Builder shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the City and its respective members, officials, officers, employees, and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

Design-Builder shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

A. Additional Insured: All insurance except Workers' Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees, and agents.

C. Design-Builder's Insurance Primary. The insurance provided by Design-Builder shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Design-Builder. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Design-Builder's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Design-Builder or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract orotherwise.

F. Waiver/Estoppel. Neither approval by City nor its failure to disapprove the insurance furnished by Design-Builder shall relieve Design-Builder of Design-Builder's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Design-Builder shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street,

Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Design-Builder shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, Design-Builder shall provide thirty (30) days' written notice of any change in the above coverages or limits, and of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Design-Builder under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Design-Builder shall present this Contract and Attachment E & F to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Bidder.

Bonds and Other Performance Security. Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design- Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida

Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.

5. If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:

a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$ 500,000 TO $1,000,000	A-	CLASS IV
$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS VIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Berkshire Hathaway Specialty Ins Company	22276
INSURER C:	National Fire & Marine Ins Co	20079
INSURER D:	North American Capacity Ins Co	25038
INSURER E:		
INSURER F:		

INSURED
The Walsh Group, Ltd.
929 West Adams
Chicago IL 60607 USA

COVERAGES **CERTIFICATE NUMBER:** 570071537882 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			41PKG8901912	06/01/2018	06/01/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			41PKG8901912	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
				AOS				
A	X ANY AUTO			41CAB8902012	06/01/2018	06/01/2019	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS			MA Only			BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB X OCCUR			47XSF30256803	06/01/2018	06/01/2019	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WCI8901712	06/01/2018	06/01/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Excess WC			41WCX8901812	06/01/2018	06/01/2019	EL Each Accident	$1,000,000
				SIR XS WC - IL,IN,WA			EL Disease - Policy	$1,000,000
				SIR applies per policy terms & conditions			EL Disease - Ea Emp	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate voids and replaces certificate 570071434272 dated 5/31/18.
RE: I-95 at I-295 North Interchange; Contract No.: E2U46; Financial Project No.(s): 21332315201 & 21332315601; Archer Wester Job No.: 216063. See attached.

Needs to have our project info here

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville FL 32202

Florida Department of Transportation
1109 South Marion Avenue
Mail Station 2015
Lakes City, FL 32025-5874 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James P Young

Holder Identifier : AB

Certificate No : 570071537882

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AGENCY CUSTOMER ID: 10774508
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	The Walsh Group, Ltd.
POLICY NUMBER: See Certificate Number: 570071537882	
CARRIER: See Certificate Number: 570071537882 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Env Contr Prof			CNP100002800 SIR applies per policy terms & conditions	06/01/2018	06/01/2019	Per Claim/Aggr	$15,000,000
	Design Professional						Claim Aggregate	1,000,000 2,000,000
	Builders Risk (COJ must be Named Insured and Loss Payee)						100% completed Value of Project	

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AGENCY CUSTOMER ID: 10774508

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		The Walsh Group, Ltd.
POLICY NUMBER See Certificate Number: 570071537882		
CARRIER See Certificate Number: 570071537882	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Continuation

Florida Department of Transportation and CSX are an Additional Insured pertaining to General Liability and Excess Liability with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured on General Liability, Automobile Liability, and Pollution Liability on a Primary & Non-Contributory basis. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability, Pollution Liability and Workers Compensation. 30 Day Notice of Cancellation to City of Jacksonville applies to all policies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Laidler, Marilyn

From: Willis, Ann on behalf of RiskReview
Sent: Wednesday, February 13, 2019 10:19 AM
To: West, Lori; RiskReview
Subject: RE: [EXTERNAL] Cole Road over Interstate 95 RUSH
Attachments: Insurance and Indemnification COLE RD over Interdtate 95 Piggyback.docx; Walsh Group COI - REVISIONS NEEDED.pdf

Risk Management approves piggybacking the above contract contingent upon the attached Indemnification and Insurance Requirements Exhibits as well as a Risk Management Approved Certificate of Insurance are attached to and become a part of our contract.

Attached are the Indemnification and Insurance Requirements Exhibits.

The attached Certificate of Insurance will need to be corrected and resubmitted for review.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

From: West, Lori
Sent: Tuesday, February 12, 2019 11:40 AM
To: RiskReview; Willis, Ann
Subject: FW: [EXTERNAL] Cole Road over Interstate 95 RUSH

I'll send the risk review request in a few, but wanted you to look this over before you leave. We're working on a "piggyback" to FDOT's award for this project. Let us know how they should mark up the COI.

Thanks,

Lori A. West
Engineering Contract Specialist
City of Jacksonville | Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor

Jacksonville, FL 32202
Phone: 904-255-8759
Fax: 904-357-5923

From: Cox, Douglas <drcox@walshgroup.com>
Sent: Tuesday, February 12, 2019 11:09 AM
To: West, Lori <LWEST@coj.net>
Cc: Kent, Duane <RKent@coj.net>; Bunn, Heath <hbunn@walshgroup.com>
Subject: RE: [EXTERNAL] Cole Road over Interstate 95

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Ms. West,

Our company name is listed on the cover letter of the attached FDOT contract for this North Interchange project. Also attached are updated pay item breakdown with today's date, Requst for Proposal for the project and our Certificate of Liability Insurance Certificate.

Let me know if you need anything further.

Regards,
Douglas R. Cox

Archer Western | a member of **The Walsh Group**
www.walshgroup.com

Facebook | LinkedIn | Twitter | Instagram

From: Bunn, Heath
Sent: Tuesday, February 12, 2019 10:17 AM
To: West, Lori <LWEST@coj.net>
Cc: Kent, Duane <RKent@coj.net>
Subject: Re: [EXTERNAL] Cole Road over Interstate 95

Lori,

I'm currently out of the state, but I will have Doug Cox send you everything you need.

H. Bunn

On Feb 12, 2019, at 8:22 AM, West, Lori <LWEST@coj.net> wrote:

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

I'm preparing the award letter for this project and need to confirm your company name or how it's listed in Sunbiz.

Also, the quote that was forwarded to me is dated 7/5/16 for $2,274,886.50. Can you send a revised quote with a current date?

Thank you,

Lori A. West
Engineering Contract Specialist
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Phone: 904-255-8759
Fax: 904-357-5923

QWS3270X 2/19/2019 9:47 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 02/19/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 9:47 AM

FISCAL MO/YEAR : 05 2019 CURRENCY CODE :
INDEX CODE : JECP32TTID JEDC TAX INCREMENT CAPITAL PROJECTS
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT : JEE166 COLE ROAD
PROJECT DETAIL : 01 COLE ROAD BRIDGE PROJECT
GRANT :
GRANT DETAIL :
USER CODE :

S	FEB 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	2,800,000.00	2,800,000.00	2,800,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	2,800,000.00	2,800,000.00	2,800,000.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED