LOW BID DESIGN-BUILD REQUEST FOR PROPOSAL

For

County Road 411 from US 27 to County Road 410 Lafayette County

I. <u>INTRODUCTION</u>

The Lafayette County Board of County Commissioners has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the resurfacing of 1.1 miles of 20' wide roadway of County Road 411 from US 27 to County Road 410.

General

The governing specifications are the State of Florida Department of Transportation Standard Specifications dated 2013 with any exceptions and/or additions as contained herein.

- 1. When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
- 2. Quantity of materials indicated in the bid proposal is approximate only and may be adjusted in the field by the Project Manager.
- 3. There shall be no price adjustment to the bid price on liquid asphalt.
- 4. The County may obtain samples from trucks at the job site and submit to a private testing laboratory of their choice. Each sample shall represent 500 tons of material.
- 5. The contractor will be charged \$500.00 per day liquidated damages for each day over the specified completion date unless good and sufficient justification can be shown for running overtime and an extension of time is granted by the Lafayette County Board of County Commissioners in a regular or special Board meeting.

Description of Work

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 produce as-built documentation for all relocations as approved by FDOT. The Design-Build Firm will be responsible for acquiring all permits required for the utility work. The Design-Build Firm shall minimize and to the greatest extent possible avoid impacts to existing utilities within the project limits.

Erosion Control – Provide sediment barrier (silt fence, hay bales, etc.) as needed to provide erosion control.

Drainage – Extend cross-drain pipe culverts and provide mitered end sections as needed to meet clear zone requirements.

Roadway – New paving will include milling existing asphalt to base and resurfacing with 1 1/12" of asphalt. Pavement will have 2% cross slope.

Signing & Pavement Marking – Design/Build Firm will install all necessary pavement marking per the MUTCD. County will install all signs.

A. Design/Build Responsibility

The Design/Build Firm shall be responsible for all permits. The Design/Build Firm will coordinate all utility relocations.

The Design and Construction Criteria (Section V) 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 environmental permitting agencies and the public.

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

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

The Design-Build Firm shall 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.

B. County Responsibility

The County will provide contract administration, verification inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the improvements. The County will provide job specific information and/or functions as outlined in this document.

II. SCHEDULE OF EVENTS

Below is the current schedule of the remaining events that will take place in the selection process. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest 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 County, 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.

CALENDAR OF EVENTS: DATE(s)

ADVERTISEMENT – will run for two weeks in local paper January 23, 2020/January 30, 2020

Mandatory Pre-Bid Meeting (Lafayette BOCC Rm) February 18, 2020 @ 2:00 P.M.

Design/Build Proposal Due to Clerk of Court's Office

February 21, 2020 @ 4:00 P.M.

Bid Opening

February 24, 2020 @ 5:30 P.M.

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

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 bid guaranty in an amount of not less than five percent of the total bid amount shall accompany each Proposer's Price Proposal. The 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 County. The surety on any bid bond shall be a company recognized to execute bid bonds for contract for the State of Florida. The 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 guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The bid guaranty of all Proposers' shall be released at such time as the successful Proposer has complied with the condition stated herein, but not prior to that time.

D. Pre-Proposal Meeting

A mandatory pre-bid meeting will be held on February, 18th, 2020 at 2:00 P.M. Attendance at the pre-proposal meeting is mandatory. Any Proposer failing to attend will be deemed nonresponsive and automatically disqualified from further consideration. The purpose of this meeting is to provide a forum for the County to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, design exceptions/variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, in the County's opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the County will issue a written addendum to this Request for Proposals as the County determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the County. Proposers shall direct all questions to Scott Sadler at 386-208-2795 or Steve Land at 386-294-1600.

During and after the meeting, it is the responsibility of the Project Manager/Contracting Unit to ensure that each Proposer develops their technical proposal with the same information. If a Proposer receives information from the County relating to the Project, the County will ensure that all Proposers receive the

same information in a timely fashion. The Project file will clearly document all communications with any Firm regarding the design and construction criteria by the Contracting Unit or the Project Manager.

It is the responsibility of the Project Manager/Contracting Unit to ensure that each Proposer develops their technical proposal with the same information. If a Proposer receives information from the County relating to the project prior to the information cutoff date, the County will ensure that all Proposers receive the same information in a timely fashion. The project file will clearly document all communications with any Firm regarding the design and construction criteria by the Contracting Unit or the Project Manager.

E. Protest Rights

Any person who is adversely affected by the specifications contained in the Request for Proposal must file a notice of intent to protest in writing within seventy-two hours of the receipt of this Request for Proposal. The formal written protest shall be filed within ten days after the date of the notice of protest is filed. The person filing the Protest must send the notice of intent and the formal written Protest to:

Lafayette County Clerk of Court 120 West Main St Post Office Box 88 Mayo, Florida 32066

The formal written protest must state with particularity the facts and law upon which the protest is based and be legible, on 8 ½" x 11" white paper and contain the following:

- 1. Name, address, telephone number and name, address and telephone number of a representative, if any; and
- 2. An explanation of how substantial interest will be affected by the action described in the Request for Proposals; and
- 3. A statement of when and how the Request for Proposals was received; and
- 4. A statement of all disputed issues of material fact. If there are none, this must be indicated; and
- 5. A concise statement of the ultimate facts alleged, as well as the rules and statutes, which entitle relief; and
- 6. A demand for relief; and
- 7. Conform to all other requirements set out in Florida Statutes (F.S.) Chapter 120 and F.A.C., Chapter 28-106, including but not limited to Section 120.57 F.S. and Rules 28-106.301, F.A.C., as may be applicable.

A formal hearing will be held if there are disputed issues of material fact. If a formal hearing is held, this matter will be referred to the Division of Administrative Hearings, where witnesses and evidence may be presented and other witnesses may be cross-examined before an Administrative Law Judge. If there are no disputed issues of material fact, an informal hearing will be held, in which case the person filing the Protest will have the right to provide the County with any written documentation or legal arguments which they wish the County to consider.

Mediation pursuant to Section 120.57(3) F.S., may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to Administrative Hearing is not affected when mediation does not result in a settlement.

Failure to file a protest within the time prescribed in Section 120.57(3) F.S. shall constitute a waiver of proceedings under Chapter 120, F.S.

F. Non-Responsive Proposals

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

Other conditions which may cause rejection of Proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design/Build projects are those proposals wherein the same Engineer is indentified 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.

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

G. Waiver of Irregularities

The County 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 County'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 County, at its discretion, may elect to consider those variations rather than rejecting the Proposal.
- 3. In no event will any such elections by the County 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 County 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.

H. Modifications or Withdrawal of Proposal

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

I. County's Responsibilities

This Request for Proposal does not commit the County to make studies or designs for the preparation of any Proposal, not to procure or contract for any articles or services. Proposers shall examine the Contract Documents and the sites 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 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 County's Project Manager.

J. Design/Build Contract

The County will enter into a Lump Sum Contract with the successful Design/Build Firm. In accordance with Section IV, the Design/Build Firm will provide a schedule of values to the County for their approval. The total of the Schedule of Values will be the Lump Sum Contract amount.

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

IV. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. Geotechnical Services

The Design/Build Firm will be responsible for identifying and performing any geotechnical investigation, analysis and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

B. Environmental Permits

1. Storm Water and Surface Water:

Plans shall be prepared in accordance with Chapter 62-25, Regulation of Storm Water Discharge, Florida Administrative Code.

2. Permits:

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 will be required to pay all permit fees.

C. 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.

D. Verification of Existing Conditions

The Design/Build Firm shall be responsible for verification of existing conditions.

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 thorough 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 thorough 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.

E. Submittals

Plans

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

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

90% Component Plans

2 sets of 11" x 17" construction plans 2 sets of documentation – roadway/drainage/structures

- 2 copies of Specification Package w/Workbook
- 1 PDF of Specification Package and Technical Special Provisions
- 2 copies of Technical Special Provisions
- 1 complete project PDF of plans and other documents
- 1 set of check prints & certification from QA/QC review

Final/100% Component Plans

- 4 sets of 11" x 17" construction plans
- 1 original list of Schedule of Values
- 2 copies of Schedule of Values
- 2 sets of final documentation roadway/drainage/structures
- 1 signed and sealed copy of Specification Package
- 1 signed and sealed copy of Technical Special Provisions
- 1 complete project PDF of plans and other documents
- 1 set of check prints & certification from QA/QC review

Construction Plans:

After all comments are resolved from phase submittals, a construction set of signed and sealed plans will be delivered to the County's Project Manager a minimum of 5 working days prior to construction of that component. Only stamped signed and sealed plans are valid and all work that the Design/Build Firm performs in advance of the County's release of Plans will be at the Design/Build Firm's risk.

1 set of 11"x 17" signed and sealed construction plans and specifications (including any TSP's) for the County to stamp "Released for construction".

Record Set:

The Design/Build Firm shall furnish to the County, 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 set of final documentation (if different from final component submittal)
- 2 final project CD's

The Design/Build Firm's Professional Engineer in responsible charge of the project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents.

The Design/Build Firm shall complete the record set as the project is being constructed. The record set become the as-builts at the end of the job and signed/sealed changes are by the EOR. The record set shall reflect all changes initiated by the Design/Build Firm or the County in the form of revisions. The record set shall be submitted on a Final Project CD upon project completion. The CEI or County shall do a review of the record set prior to final acceptance in order to complete the record set.

F. Contract Duration

The Design/Build Firm shall establish the contract duration for the subject project. In no event shall the contract duration exceed 210 calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical Proposal. The Proposed Contract Time (PCT) reflected in the schedule may not be amended in the bid proposal. The official (contractually binding) PCT will be the one submitted with the Bid Price Proposal.

G. Project Schedule

The Design/Build Firm shall submit a project schedule, in accordance with Sub article 8-3.2 (Design/Build Division 1 Specifications), to establish the contract duration as part of the Technical Proposal. The proposed schedule should allow 15 calendar days (excluding Holidays as defined in Section 1-3 of the Specifications). The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- •Design Submittals
- •QA/QC reviews
- •Design Review by the County
- •Comment Resolution
- •Start of Construction
- •Construction Mobilization
- •Embankment/Excavation
- •Environmental Permit Acquisition
- •Roadway Design
- •Roadway Construction
- •Signing and Pavement Marking Design
- •Signing and Pavement Marking Construction
- •Maintenance of Traffic Design
- •Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- •Additional Construction Milestones as determined by Design/Build Firm
- •Final Completion Date for All Work

H. Key Personnel/Staffing

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

I. Meetings and Progress Reporting

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

- •Pre-bid meeting
- •County technical issue resolution
- •Permit agency coordination
- •Local government agency coordination

- Scoping Meetings
- Utility Meetings
- •Design Kick-off Meeting
- •Comment Resolution
- •Pre-construction Meeting

The Design/Build Firm shall meet with County's Project Manager as required to resolve any issues.

J. 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 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 one specifically designed for this project. The Design/Build Firm shall submit a QMP within 15 working days 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 QA Manager will sign a statement certifying that the review was conducted.

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

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

2. Construction:

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

K. Schedule of Values

The Design/Build Firm will be responsible for invoicing the County based on current invoicing policy and procedure. Invoicing will based on the completion or percentage of completion of major, well-defined tasks as defined in the Schedule of Values. Final payment will be made upon final acceptance by the County of the Design/Build project. The Design/Build Firm just submit the Schedule of Values to the County for approval. No invoices shall be submitted prior to County approval of the Schedule of Values.

Upon receipt of the invoice, the County'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.

L. Testing

All QC testing is the contractor's responsibility.

V. DESIGN AND CONSTRUCTION CRITERIA

A. General

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

All design and construction documents shall be prepared using the English system.

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 located in wetlands.

B. Roadway Plans

General

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design 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 for review and concurrence by the County.

Any deviation from the County's design criteria will require a design variation and any deviation from AASHTO will require a design exception. If a Design-Build firm requests a variance or exception, it must be discussed prior to the submission of the Proposal. All such variances and exceptions must be approved or disapproved prior to the submission of the Proposal and such variances and exceptions will be disclosed to all the Design-Build Firms.

These packages shall include the following:

1. Typical Section Package:

- Transmittal letter
- Location Map
- Roadway Typical Section(s)
 - a) Minimum milling depth
 - b) Identify if ARMI layer is required
 - c) Minimum lane, shoulder, median widths
 - d) Slopes requirements
- Data Sheet
- Design Speed

2. Pavement Design Package:

- Pavement Design
 - a) Minimum design period
 - b) Minimum ESAL's
 - c) Minimum design reliability factors
 - d) Roadbed resilient modulus
 - e) Minimum structural asphalt thickness
 - f) Cross slope
 - g) Identify the need for modified binder

C. Sequence of Construction

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

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

D. Stormwater Pollution Prevention Plant (SWPPP)

The Design/Build Firm shall prepare an erosion control plan that complies with the Stormwater Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design/Build Firm shall refer to the Plans Preparation Manual for information in regard to the SWPPP and Florida Department of Environmental Protection (FDEP) Rule 65-25 for requirements on the erosion control plan. Detailed limits of the erosion control items will be necessary but may be shown on the

roadway plans sheets. This plan shall be submitted along with the Design/Build Firm's Certification at least 15 working days prior to beginning construction activities.

E. Traffic Control Plan

The Design/Build Firm shall utilize Index Series 600 of the Florida Department of Transportation's Design Standards where applicable. Should these standards be inadequate, a detailed 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 sheets(s), traffic control plan sheet(s).

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

F. 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 permit packages, agency rejection, agency denials, agency processing time or any permit violations, except as provided in Section V.D.2, will be the responsibility of the Design/Build Firm and will not be considered sufficient reason for time extension. As the permittee, the County is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

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

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

- 1. Water Management District
- 2. Wetlands and Mitigation

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

G. Signing and Pavement Marking Plans

The Design/Build Firm shall prepare pavement marking plans in accordance with the Florida Department of Transportation criteria.

VI. <u>TECHNICAL PROPOSAL REQUIREMENTS</u>

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 County to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

B. Submittal Requirements

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

The maximum number of pages for the Technical Proposal shall be 10 typed pages. This page limitation does not include Section 3 Preliminary Plans. Paper size shall be 8½" x 11", additional larger charts and graphs may be provided if folded neatly to 8½" x 11" but will count as 2 pages.

THE WRITTEN TECHINICAL PROPOSAL BOX SHALL BE IDENTIFIED WITH THE CONTRACT NUMBER, COMPANY NAME, CLEARLY MARKED "TECHNICAL PROPOSAL", AND DELIVERED IN A SEPARATE SEALED PACKAGE TO THE FOLLOWING:

Submit (1) original and (2) copies of the Technical Proposal to:

Lafayette County Board of County Commissioners Attention: Steve Land, Clerk of Court Post Office Box 88 120 West Main Street Mayo, Florida 32066

Section 1: Written Technical Proposal

- Paper size: 8 ½ " x 11", additional larger charts and graphs may be provided if folded neatly to 8 ½ " x 11"
- Maximum allowed pages: 10

The minimum information to be included:

• Approach and Understanding of the Project:

The Design/Build Firm shall present a comprehensive plan for completing the specified work. The Plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes and techniques for completing the project.

• Staffing:

- Contractor Name & Applicable Prequalification Work Classes:
- Construction Project Manager:

- Construction Superintendant:
- Proposed Subcontractor Name(s):
- Consulting Engineer Name and Applicable Prequalified Work Types:
- Sub consultant Name(s) and Applicable Prequalified Work Types:
- Design Project Manager:
- Design Engineer of Record:
- MOT Certified Designer:

• Responsible Office:

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

• Other Appropriate Data:

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

• Coordination:

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

Section 2: Resumes of Key Project Personnel

- Paper size: 8 ½ " x 11"
- Maximum allowed pages: Each Resume is limited to one (1) page per person
- The minimum information to be included: experience directly relevant to this project for each key project personnel indentified in staffing plan.

Section 3: Proposed Schedule

- Paper size 8 ½ "x 11" or larger if folded neatly to 8 ½ "x 11"
- Maximum allowed pages: 4
- The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date
Design Schedule
Design Reviews by the COUNTY
Permitting
Start of Construction
Construction Milestones
Construction Phasing and major MOT shifts
Utility Relocations

Final Completion Date for all Work

Section 4: Quality Management Plan

Paper size: 8 ½ " x 11"
Maximum allowed pages: 2

• Summary Only

Section 5: Preliminary Plans

• Paper size: 11" x 17"

• Maximum allowed pages: 40

The minimum information to be included in the preliminary design requirements is as follows:

Roadway

- Project Limits
- Horizontal alignment
- Major topographic features
- Stationing along horizontal alignment
- Connections to existing roadways
- Utility provisions
- Maintenance of traffic provisions
- Roadway Typical Section

C. Evaluation Criteria

The County shall open all bids received at a bid opening on the date found in Section II of this document. County staff will review the Technical Proposal of the lowest bidder. The County staff will then establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this document. If the proposal is responsive, that Design/Build Firm will be awarded the project. If the Proposal is found to be non-responsive, the County staff will review the Technical Proposal of the next lowest bidder and establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this RFP and so on.

D. Final Selection Process

The Project shall be awarded to the responsive bidder with the lowest price proposal.

VII. <u>BID PROPOSAL REQUIREMENTS</u>

A. Bid Price Proposal:

Bid Price Proposals shall be submitted on the Bid Blank form 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. Design/Build Firms Quality Plan, construction of the portion of the Project and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as the 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. The Price Proposal shall be delivered in a separate sealed package to the following:

Lafayette County Board of County Commissioners Attn: Steve Land, Clerk of Court Post Office Box 88 120 West Main Street Mayo, Florida 32066

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