SR427 Bridge Over Chemung River

DESIGN-BUILD PROJECT

PIN 6039.11, Contract D900019

Request for Proposals

Addendum #2

September 3, 2014
Modification to the Request for Proposals
SR427 Bridge Over Chemung River
Design-Build Project
PIN 6039.11, Contract D900019

General Instructions

Delete Pages A-5, A-7 and A-8 of the Instructions to Proposers, Appendix A, and substitute the attached revised Pages A-5, A-7 and A-8.

Delete Page B-5 of the Instructions to Proposers, Appendix B, and substitute the attached revised Page B-5.

Delete Page C-7 of the Instructions to Proposers, Appendix C, and substitute the attached revised Page C-7.

Delete Form SA from the Instructions to Proposers, Appendix E, and substitute the attached revised Form SA.

Delete Page G-8 of the Instructions to Proposers, Appendix G, and substitute the attached revised Page G-8.

Delete Pages 9 and 10 of the DB Contract Documents, Part 3, Project Requirements, and substitute the attached revised Pages 9 and 10.

No other provision of the solicitation is otherwise changed or modified.
8. **Lead Geotechnical Engineer**;

B) Management Approach:
   1. Overall Design-Build Team Organization Plan;
   2. Design Management Plan;
   3. Construction Management Plan;
   4. Quality Control Plan;

C) Technical Solutions:
   1. Design Approach;
   2. Construction Approach;
   3. *Initial Baseline* Schedule;

D) Project Support; and

E) Proposal Format.

**A11.1.1 Key Personnel**

This evaluation factor evaluates the qualifications and experience of the Proposer’s proposed Key Personnel identified in the Proposer’s Proposal. The factor also evaluates whether the designated roles of the Key Personnel as specified in the Proposer’s Proposal are appropriate for the Project.

**Objective:** The scope of the Project demands a highly qualified and integrated team of personnel with expertise in projects of a similar nature to this Project and a record of producing quality work, including project management delivery. The scope of the Project also demands a Team having experience in delivering quality projects, preferably Design-Build projects, on or ahead of schedule and on or under budget. Therefore, the Objective of this evaluation factor is to identify Proposers that have assigned personnel that can complete the Contract to the highest degree of quality in a timely and effective manner, are successfully integrated into the various parts of its organization, and can coordinate with the Department in a cooperative and functional manner; and to identify a Team with demonstrated experience and expertise, and a record of producing satisfactory work on projects of a similar nature to this Project.

Key Personnel are preferred to have experience on projects of a similar size, type of work, and complexity as this Project, and should meet the qualifications described in Part 3, Project Requirements, Section 2.2. Proposed staff with qualifications less than those described Part 3, Project Requirements, Section 2.2 will receive a reduced score compared to staff that meet or exceed the described qualifications. Any requirements described as “shall have...” or “shall be...” are determined to be minimum response requirements.

See ITP Appendix C for additional detail regarding this factor and the specific information to be submitted as part of the Proposal and ITP Appendix G for definitions of Key Personnel.

**A11.1.2 Management Approach**

Evaluates the Proposer’s approach to managing the Project, including an evaluation of the Proposer’s understanding of the Project Requirements, Team’s organizational structure, approach to delivering the Project, capabilities and commitments. Evaluates how the Proposer will address logistical challenges of the Project, scheduling to complete the Project on time and
See ITP Appendix C for additional details regarding this factor and the specific information to be submitted for the evaluation of this factor.

**A11.1.3 Technical Solutions**

Evaluates the Proposer’s understanding, approach, capabilities and commitments to the delivery of a design and construction solution that meets or exceeds the Project’s goals and objectives.

**Objectives:** Design and construction solutions that are well planned and coordinated. The technical evaluation subfactors for the Technical Solutions factor are as follows:

A) Design Approach – evaluates how well the Proposer understands the design challenges of the Project, the proposer’s proposed design concepts, and how the Proposer intends to comply with the design requirements;

B) Construction Approach – evaluates the means and methods the Proposer intends on using for the demolition and construction and stages of the project, while protecting existing facilities and minimizing impacts to traffic; evaluates how well the Proposer understands the construction challenges and what measures are proposed to eliminate or mitigate them.

C) Schedule — evaluates the integrated logic and scheduling of design and construction; the start and end dates of work traffic zone protection activities and start and end dates of the construction stages and Project Completion. Schedule should show start and completion dates of design and construction phases, the date all traffic will be permanently transferred back onto the new structure without further impact to motorists. The design and construction activities shall be detailed sufficiently to show the start and completion of all major construction activities. **In addition,** the Design-Builder shall submit the following items in connection with this evaluation criteria:

- An Initial Baseline Schedule;
- A Gantt Chart summarizing the start and end dates for all major work items;
- Form SCD

See ITP Appendix C for additional details regarding this factor and the specific information to be submitted for the evaluation of this factor.

**A11.1.4 Project Support**

Evaluates the Proposer’s understanding, capability, approach, and commitments to providing support to the Department.

**Objective:** To identify a Proposer who will provide quality Planning and execution of support to the Department in community relations, public information, and community outreach.

Evaluates how the Design-Builder, working with the Department, will inform and cooperate with local municipalities, police, fire and other agencies regarding the work.

See ITP Appendix C for additional details regarding this factor and the specific information to be submitted for the evaluation of this factor.

**A11.1.5 Proposal Format**

Evaluates the Proposer’s conformance to the formatting requirements for the Proposal.
Objective: To ensure that all Proposers fully comply with the Proposal submission requirements listed in ITP Appendices A through D.

In addition to the format requirements listed in ITP Appendices B, C and D, all Proposers shall also comply with the following requirements:

- The inside and outside surfaces of all binders, and both sides of all dividers, shall be solid and shall contain only text; no pictures, renderings or graphics shall be included;
- All narrative pages, resumes, Initial Management Plan components and forms shall contain text only and shall contain no pictures, renderings or graphics;
- Photographs, visualizations, and/or renderings, if requested in the ITP, shall not contain any text;
- All drawings submitted as part of the Proposal shall include no narratives or text other than notes or call-outs which would typically be included on design drawings.

A11.2 QUALITY EVALUATION WEIGHTING

Factor: Key Personnel (30 points)
Subfactors:
1. Project Manager;
2. Design Manager;
3. Construction Manager;
4. Quality Manager;
5. Resident Engineer;
6. Lead Structural Engineer;
7. Lead Civil Engineer;
8. Lead Geotechnical Engineer;
8.9. Project Superintendent.

Factor: Management Approach (32 points)
Subfactors:
1. Overall Design-Build Team Organization Plan (10 points);
2. Design Management Plan (5 points);
3. Construction Management Plan (5 points);
4. Quality Control Plan (12 points);

Factor: Technical Solutions (30 points)
Subfactors:
1. Design Approach (10 points);
2. Construction Approach (10 points);
3. Schedule (10 points);

Factor: Project Support (5 points)

Factor: Proposal Format (3 points)
# Table B

## Format of Volume 1

<table>
<thead>
<tr>
<th>Proposal Section No.</th>
<th>Required Information</th>
<th>ITP Reference</th>
</tr>
</thead>
</table>
| **Section 1**        | • Form FP, Form of Proposal  
                       • Form FP(A), Appendix to Form of Proposal | B2.1 |
| **Section 2** (Proposer Information) | • Summary of Organization (2 single sided pages)  
                       • Changes in Organization (Form RFC)(If applicable)  
                       • **Licensing Information** | B2.2 |
| **Section 3** (Forms and Certificates) | • Form AAP-10 D/M/WBE Solicitation Log  
                       • Form AR, Acknowledgement of Receipt  
                       • Form C, Proposer’s Representative  
                       • Form CR, Commitment to Assign Identified Resources  
                       • Form EEO, Equal Employment Opportunity Certification  
                       • Form KP, Key Personnel Information  
                       • Form LC, Lobbying Certificate  
                       • Form LLL, Disclosure of Lobbying Activities (if required)  
                       • Form LDB, List of Proposed DBEs  
                       • Form LSI, Letter of Subcontract Intent  
                       • Form NC, Non-Collusion Affidavit  
                       • Form SDU, Schedule of DBE Utilization  
                       • Form U, Conflicts of Interest Disclosure  
                       • Surety Commitment Letters | B2.2 |
| **Appendix A**       | • Evidence of Authorization  
                       • Joint and Several Liability Statement (If Applicable)  
                       • Organizational Documents | B2.3 |
| **Appendix B**       | • Updated Financial Information | B2.3.4 |
complete a project schedule using Primavera P6 Enterprise software in conformance with Part 2, DB §100 – General Provisions and Part 5, Special Provision SP-5-3 – Critical Path Method Schedule, after award of the contract. The successful Proposer will be required to maintain the dates, durations and other milestones shown on the Initial Baseline Schedule when preparing the Primavera P6 Enterprise based schedule. See Contract Document Part 2 - DB §108 and Special Provision SP-53.

The Initial Baseline Progress Schedule should include the following information, at a minimum for the overall project:

A) Notice to Proceed;
B) Design and design reviews;
C) Start of work at the project site;
D) Duration and dates of start and end for roadway closures, staging phases, and detours;
E) Dates for start and end of major design and construction activities;
F) Date that all traffic will be permanently transferred to the new bridge structure;
G) Substantial Completion date; and
H) Final Completion date.

With the Initial Baseline Progress Schedule, the Proposer should provide a narrative that lists and describes the assumptions used in preparing the schedule, which should include the timing, duration and subject matter for the review and processing of all required submittals.

The Initial Baseline Progress Schedule should be provided in hard copy and electronically on compact disk. The schedule shall be presented in hard copy printed on 11” by 17” sheets with all as-printed font sizes at least 8 point. The electronic copy shall be in portable document format (pdf). The compact disk shall be labeled “SR427 Bridge Over Chemung River, Project INITIAL BASELINE PROGRESS SCHEDULE: Proposer…” plus the Proposer’s name.

C3.3.2 Schedule of Contract Durations

The Proposer should submit Form SCD showing the date on which traffic will be permanently restored to a free-flowing condition (no additional temporary or permanent lane closures or shifts) on the new bridge, and the duration of the construction Work.

C3.3.3 Gantt Chart

The Proposer should submit a Gantt Chart, which is a simplification of the Initial Baseline Progress Schedule showing all major construction activities. The Gantt Chart shall be presented in hard copy printed on an 11” by 17” sheet with all as-printed font sizes at least 8 point. For the purposes of this section, major construction activities shall be defined as the following (if applicable):

- Bridge Demolition of each span and each stage;
- Substructure construction;
- Superstructure construction;
- Approach slab replacement;
- Highway paving work;
- Traffic Signal Work; and
- Utility relocations.
FORM SA

STIPEND AGREEMENT

(For Reference Only. Not to be completed or submitted with proposal)

COMPTROLLER’S CONTRACT NO. ________________

PIN: ________________

PROJECT: ________________

This Agreement made this ___ day of ______, 20___, by and between NEW YORK STATE DEPARTMENT OF TRANSPORTATION (hereinafter “NYSDOT”), whose principal office is located at 50 Wolf Rd., Albany, New York 12232, and ________________, duly organized and existing under the laws of the State of ________________, having its principal office at______________ (hereinafter referred to as “Proposer”).

WITNESSETH:

WHEREAS, NYSDOT is currently procuring a design-build contract (the “Contract”) for the ________________ Project (the “Project”);

WHEREAS, the Proposer submitted a proposal (“the Proposal”) in response to the Request for Proposals issued by NYSDOT on ________________, as amended by any addenda (as amended, the “RFP”);

WHEREAS, the Proposal met the criteria set forth in Article 3(A) of this Stipend Agreement; and

WHEREAS, the Department has not awarded the Contract to the Proposer.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS. The term “Work Product” shall mean ideas or information, and the expression of ideas or information, included in the Proposal or otherwise submitted or communicated in any manner by or on behalf of the Proposer to NYSDOT during the Project’s procurement process at any time prior to the awarding of the Contract. Work Product does not include any sensitive and confidential financial information regarding the Proposer that was included in the Proposal.

ARTICLE 2. NYSDOT’S RIGHTS TO WORK PRODUCT. Under the terms of this Agreement, NYSDOT may use the Work Product for the purposes of the Project or any future project pursued by NYSDOT without any obligation to pay any additional compensation to the Proposer.
With respect to any Work Product that incorporates intellectual property owned or developed by the Proposer, the Proposer’s team members or other third parties, the Proposer represents and warrants that it has the right to grant NYSDOT irrevocable, non-exclusive, perpetual, royalty-free licenses to use such intellectual property for the purposes specified herein. As of the date of this Agreement, the Proposer hereby assigns such licenses to NYSDOT, and agrees to indemnify, defend, and hold harmless NYSDOT and the State of New York from any and all claims, costs, expenses, and damages of every kind resulting from infringement allegations related to NYSDOT’s exercise of the intellectual property rights granted herein.

The foregoing shall not be deemed a requirement for the Proposer to provide off-the-shelf software to NYSDOT.

ARTICLE 3. PROVISION FOR PAYMENT.

A) The Stipend will be paid by NYSDOT to the Proposer only under the circumstances specified in this Article 3. The Proposer will not be entitled to payment of any Stipend Amount if the Proposal fails to:

1) Achieve a rating of “pass” on all Pass/Fail Evaluation Factors found in the RFP for the Project; or

2) Meet or exceed the minimum qualifying quality based evaluation threshold as required in the RFP; or

3) Include a competitive and responsible price proposal for the Project.

B) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer has filed an unsuccessful protest of the procurement process, award or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend Amount, the Proposer agrees to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.

C) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer fails to submit an invoice in accordance with 3(D), below, or fails to provide satisfactory evidence substantiating its Qualified Costs (as defined in 3(E), below) in accordance with (D), below.

D) In order to receive payment of the Stipend Amount, the Proposer shall submit to NYSDOT: two signed originals of Attachment 1 of this Stipend Agreement, two copies of a single invoice for its proposed Stipend Amount, and two copies of all documentation required under (E), below, not later than 20 calendar days following the date of award of the Contract. If NYSDOT disagrees with the proposed Stipend Amount set forth in the Proposer’s initial invoice, NYSDOT will notify the Proposer in writing of its determination of the appropriate Stipend Amount based on its review of the Proposer’s substantiated costs, and the Proposer shall submit a revised invoice to NYSDOT within 14 days following receipt of any such notice.

E) The Proposer shall maintain written records substantiating all Qualified Costs in sufficient detail to permit a proper audit thereof. Such records shall be made available for audit or verification of Qualified Costs upon request of NYSDOT at the time of this Agreement and for three years after final payment of the Stipend Amount is made. “Qualified Costs” shall comprise the direct costs and overhead costs that are allowable and reasonable, and incurred by the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer in the
production of the Work Product. Unallowable Proposer costs are described in CFR-2011 - title 48 – volume 1 - part 31 – subpart 31.6. The Proposer shall submit to NYSDOT copies of all substantiating documentation of Qualified Costs concurrently with the submission of its invoice for the Stipend Amount, and at any other time upon NYSDOT’s request. Failure of the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer to maintain and retain sufficient records to allow audit or verification of Qualified Costs, or failure to allow NYSDOT or its agents access to the same, shall constitute a waiver of the right to any payment of a Stipend, and any Stipend Amount paid to the Proposer under this Agreement shall be immediately returned to the NYSDOT.

F) The Proposer must execute this Stipend Agreement and provide NYSDOT with the licenses required by Article 2 no later than 20 calendar days after the Proposal Due Date. Extensions may be granted at the sole discretion of NYSDOT.

G) A failure by any Proposer to comply with Article 3(F) constitutes a waiver to the right to any payment of a Stipend

H) Subject to the requirements and limitations set forth herein, NYSDOT shall pay to the Proposer, and the Proposer agrees to accept as full compensation for its Work Product, an amount (the “Stipend Amount”) equal to 50% of the Proposer’s total Qualified Costs, as substantiated in accordance with (D) & (E), above, not to exceed $ 45,000.

ARTICLE 4. PAYMENT OF STIPEND AND WAIVER OF CLAIMS.

A) The Proposer is required, if it is a foreign or out of state corporation or entity, to obtain and submit the required tax clearance certificate to NYSDOT to enable the processing of the payment of the Stipend Amount. It should be noted that any time taken to satisfy or furnish this tax clearance certificate shall extend any required payment date by an equal period of time.

B) Acceptance by the Proposer of payment of the Stipend Amount from NYSDOT shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim or protest against either of NYSDOT or the State of New York, or any of their officers, directors, agents, employees, representatives or advisers and their successors and assigns, in connection with the procurement of the Project, including, without limitation, the procurement process, any award of the Contract or any cancellation of the procurement.

ARTICLE 5. NYSDOT’S PROJECT MANAGER. The following person, or his/her successor, is NYSDOT’s Project Manager:

Name: ________________________________
Title: ________________________________
Address: ________________________________
Phone: ________________________________
Email : ________________________________

ARTICLE 6. PROPOSER’S PERSONNEL. The following person, or his/her successor, is the Proposer’s Authorized Representative:

Name: ________________________________
Address: ________________________________
ARTICLE 7. NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K CERTIFICATION. By execution of this Agreement, the Proposer certifies that all information the Proposer has provided to NYSDOT with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate. NYSDOT shall have the right to terminate this Agreement if NYSDOT finds that the certification made by Proposer in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete.

ARTICLE 8. MISCELLANEOUS TERMS.
A) All of the Proposer’s team members and subcontractors shall be bound by the same provisions of this Agreement as the Proposer. All agreements between the Proposer, Proposer’s team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by NYSDOT.
B) Proposer may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of NYSDOT.
C) Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.
D) If NYSDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or NYSDOT’s right to subsequently enforce it.
E) New York law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Agreement.
F) This Agreement contains all prior negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
G) All confidentiality provisions of the RFP shall continue to apply to the Proposer.

ARTICLE 9. POWER TO EXECUTE AGREEMENT
The undersigned representative of the Proposer certifies that he or she has full and complete authority to bind the Proposer, the Proposer’s team members, and subcontractors to all terms and conditions of this Agreement, and that by executing the Agreement does so bind such entities.

IN WITNESS WHEREOF, this agreement has been executed by NYSDOT and the Proposer, who have executed this Agreement on the day and year first written above.

Recommended by ________________

Contract No. __________

(Signature)
In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of the contract.

ATTORNEY GENERAL:

New York State Department of Transportation Date

Approved (Signature) (Title)

(Date)

For State Comptroller (Contractor Firm Name)

[Proposer]

By ________________________________
“Project Superintendant” means the Design-Builder’s on-site designated representative who oversees the construction of the Design-Build Contract, including directing and coordinating the activities of the Design-Builder’s workforce and all subcontractors, ensuring that the work progresses according to schedule, and ensuring that material and equipment are delivered to the site on time, etc.

“Proposal” means a proposal submitted by a Proposer in response to the RFP, including any revisions thereto. If the RFP requests submittal of best and final offers, the term “Proposal” means the best and final offer submitted by the Proposer, including any revisions thereto.

“Proposal Bond” means the security furnished with a Proposal to guarantee that the Proposer will enter into the Contract if the Proposer’s Proposal is accepted and satisfies all other conditions of Award.

“Proposal Due Date” means the date specified in the ITP on which the Proposal is due to the Department’s Designated Representative.

“Proposal Information” means the documents so designated in the ITP and submitted to the Department by the Proposer/Design-Builder in accordance with the ITP that will be included in the Contract Documents. The Proposal Information is part of the Quality Proposal.

“Proposer” means a Person on the Shortlist.

“Proposer’s Representative” means an individual authorized to bind a Proposer who is designated in writing by the Proposer (in the Proposer’s SOQ or other written notice to the Department’s Designated Representative) as the Proposer’s sole point of contact for the purposes of communications with the Department during the procurement of this Project.

“Qualified Costs” means the direct costs and overhead costs that are allowable and reasonable, and incurred by the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer in the production of the Work Product. Examples of qualified costs (subject to limitations of any other contract stipulations such as limits on hourly rates or not to exceed Government travel rates) can include the following:

Examples of qualified costs (subject to limitations of any other contract stipulations such as limits on hourly rates or not to exceed Government travel rates) can include the following:

- Compensation of employees time charges related to project
- Cost of materials acquired, consumed, or expended related to project
- Cost of equipment utilized related to project
- Travel expenses incurred related to project

“Quality Assurance” means the Department’s process of forming an acceptance decision to ensure the Design-Builder’s design and construction, including the workmanship and materials incorporated into the Project, are in accordance with the Contract requirements. The QA process includes all the planned and systematic Oversight actions that provide the Department with confidence that the Design-Builder is performing QC in accordance with the Quality Control Plan, that all Work complies with the Contract and that all Materials incorporated in the Work, all Equipment, and all elements of the Work will perform satisfactorily for the purpose intended. Quality Assurance includes, but is not limited to, monitoring and verification of design through auditing, spot-checking and participation in the review of the design, and monitoring and
Personnel position. The Quality Manager shall have experience of quality systems based on ISO 9001, and should preferably have experience with the quality systems of the Department.

E) **Resident Engineer**: Should preferably be licensed and currently registered as a Professional Engineer in the State of New York and should have demonstrated at least 10 years of experience in bridge and highway construction inspection, including at least 5 years as a Resident Engineer. The Resident Engineer should have performed Resident Engineer duties on a project within the last 3 years.

F) **Lead Structural Engineer**: Shall be licensed and currently registered as a Professional Engineer in the State of New York and shall have demonstrated at least 6 years, but preferably 10 years, of experience in structural analysis and design.

G) **Lead Civil Engineer**: Shall be licensed and currently registered as a Professional Engineer in the State of New York and shall have at least 6 years, but preferably 10 years, of experience in civil roadway design, including the preparation of Work Zone Traffic Control Plans.

H) **Lead Geotechnical Engineer**: Shall be licensed and currently registered as a Professional Engineer in the State of New York and shall have a minimum of 15 years of experience which should include the following: planning and overseeing subsurface exploration programs for highway structures/facilities; the development of design soil/rock profiles, for the purpose of geotechnical analysis, design, and construction; design of structure foundations and earth support structures; analysis and design for static and dynamic (seismic) loading under current LRFD; analysis and design of mitigation measures for embankment settlement and stability; analysis and design of both temporary and permanent earth support structures; and interpreting geotechnical instrumentation programs.

I) **Project Superintendent**: Should have at least 10 years of demonstrated experience overseeing work on large bridge and highway construction projects having a construction value in excess of $5,000,000. Experience should include directing and coordinating the activities of a contractor’s workforce and all subcontractors, ensuring work progressed according to schedule, within budget and that material and equipment were delivered to the site on time.

### 2.3 MANAGEMENT PLANS AND SCHEDULES

#### 2.3.1 Management Plans and Schedule Requirements

The Design-Builder shall submit to the Department’s Project Manager, for review and comment or approval (as applicable), all the Management Plans listed in Table 2-1. Following receipt of the Department’s acceptance or approval of the individual Management Plans, as described in the Contract Documents, the Management Plans shall be resubmitted to the Department’s Project Manager as the Design-Builder’s consolidated Project Management Plan for the Project.

**Table 2-1 – Project Management Plans**

<table>
<thead>
<tr>
<th>Plan Title</th>
<th>Contract Document Reference</th>
<th>Initial Plan to be Submitted with the Proposal?</th>
<th>Submittal Deadline</th>
</tr>
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<tbody>
<tr>
<td>Workforce Participation Plan</td>
<td>DB § 102-9.4B</td>
<td>No</td>
<td>45 Days after NTP</td>
</tr>
<tr>
<td>Safety Plan</td>
<td>DB § 107-7.5</td>
<td>No</td>
<td>30 Days after NTP</td>
</tr>
<tr>
<td>Quality Control Plan</td>
<td>DB § 113</td>
<td>Yes</td>
<td>30 Days after NTP</td>
</tr>
</tbody>
</table>
2.3.2 Workforce Participation Plan
The Design-Builder shall develop a Workforce Participation Plan to meet the requirements of DB §102-9.4B and submit it to the Department’s Project Manager for review and comment.

2.3.3 Safety Plan
The Design-Builder shall develop a Safety Plan to meet the requirements of Part 2, DB §107-7.5 and submit it to the Department’s Project Manager for written approval in accordance with DB §107-7.8. No construction Work shall progress and no payment shall be made to the Design-Builder until the Safety Plan is approved by the Department.

2.3.4 Quality Control Plan
The Design-Builder shall use the Initial Quality Control Plan submitted with the Technical Proposal, develop it, as necessary, to include the content required by Part 2, and submit it to the Department’s Project Manager for written approval in accordance with Part 2 DB §113. The Quality Control Plan shall be revised and resubmitted to the Department’s Project Manager within 14 calendar days of receipt of the Department’s written comments and resubmitted as required until Approved by the Department’s Project Manager. No offsite fabrication Work or Construction Work shall commence before the Quality Control Plan has been approved by the Department's Project Manager. No payment will be made to the Design-Builder until the Quality Control Plan has been approved by the Department.

2.3.5 Overall Design-Build Team Organizational Plan
The Design-Builder shall update the Initial Overall Design-Build Team Organization Plan describing the design and construction organizational arrangements it has implemented. The organizational arrangements described should clearly identify responsibilities and reporting lines of staff, particularly relating to Key Personnel.

The Design-Builder shall include an organization chart (on an 11” x 17” sheet of paper), illustrating the Proposer’s Key Personnel and their prospective roles and responsibilities, as well as other principal participants and any known Subcontractors having a material role in the Project’s design Work, design check Work, construction Work and construction inspection Work. The Design-Builder shall include the resumes (maximum of two 8.5” x 11” pages per person) for all personnel listed in the organization charts.

The Design-Builder shall describe the interrelationships and interfaces between each discipline within the Proposer’s organization (e.g., design, design check, shop drawing preparation and review, construction, and quality management).

The Overall Design-Build Team Organization Plan shall also describe the interrelationships and interfaces between the Design-Builder’s organization, the Department and other governmental agencies, utility owners, stakeholders, businesses, the public and other contractors working in the vicinity and impacted by the construction of the Project. This description shall, at a minimum, address the following activities:

A) Reviews of plans and permits;
B) Progress, workshop, partnering and utility coordination meetings; and

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### Table: Project Requirements

<table>
<thead>
<tr>
<th>Overall Design-Build Team Organization Plan</th>
<th>Project Requirement Section 2.3.5</th>
<th>Yes</th>
<th>25 Days after NTP</th>
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<tbody>
<tr>
<td>Design Management Plan</td>
<td>Project Requirement Section 2.3.6</td>
<td></td>
<td>30 Days after NTP</td>
</tr>
<tr>
<td>Construction Management Plan</td>
<td>Project Requirements Section 2.3.7</td>
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<td>45 Days after NTP</td>
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