

### Addendum No. 6 Memorandum

DATE: May 19, 2015  
 TO: District Contracts / Final Plans  
 FROM: Robert Bostian, Project Manager *RSB*  
 COPIES: File  
 SUBJECT: **Addendum Number 6** - Letting (mo./yr.) 5/2015  
 Financial Project ID 433108-5-52-01 (Lead number only)  
 Proposal/Contract ID E4Q64  
 Federal Funds:  No  Yes Federal Aid No. 0951-676-1  
 County Broward State Road No. 9

Concurred by: *[Signature]* Date: 5-19-15  
 Signature of Alternate Contracting Coordinator (John Olson (primary) / Robert Bostian (alternate)) or Designee.

Legal Approval Date: *[Signature]*  
 (Stephen King)

Central Office Approval Date: 5-19-2015  
 (State Construction Office – Alan Autry)

FHWA Concurrence Date: 5-19-2015  
 (FHWA Florida Division Office – Mark Clasgens)

CONTRACT TIME REVISED:  No  Yes (If yes, \_\_\_\_\_ Calendar Days)

<u>Page No(s).</u>	<u>Rev. Date</u>	<u>Description</u>
RFP, pgs. 35-40	5/19/15	<p>Section V. Project Requirements and Provisions for Work, Sub-section F. Railroad Coordination has been revised as follows:</p> <p>“For Bid Alternatives 1 through 3, railroad coordination is anticipated with <del>CSX Transportation, Inc. (CSXT), South Florida Regional Transportation Authority (SFRTA), and Florida East Coast Railway, LLC (FEC)</del> for construction activities at the following locations:</p> <ul style="list-style-type: none"> <li>• <del>locations of work that are adjacent to southbound I-95 paralleling or crossing the CSXT/SFRTA tracks</del></li> <li>• over the FEC railroad track on I-95 north of Atlantic Boulevard”</li> </ul> <p>“The Department will conduct the required contract negotiations and assist the Design-Build Firm during plans review coordination with <del>CSXT, SFRTA, and FEC</del>. The corresponding Flagging Agreement, Preliminary Engineering Agreement or</p>

Change Order will be executed between ~~CSXT, SFRTA,~~ FEC and the Department. Copies of such instrument will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these and any other existing agreements. The Design-Build Firm must make the necessary arrangements with ~~CSXT, SFRTA, and~~ FEC prior to encroachments into the railroad corridor rights-of-way.”

“Plans and details impacting the railroad corridor right-of-way must be submitted to the Department. If any utilities are to be placed within the railroad corridor right-of-way, the Design-Build Firm must provide details, specifications, and calculations for such installation as requested by the Railroad Company for Permit approval. The Design-Build Firm shall be aware that ~~CSXT, SFRTA, and~~ FEC requires between 30 to 45 calendar days, excluding holidays, to review any plans and shall plan accordingly.”

“In addition, the following individuals shall be notified and invited to the Pre-Construction meeting by the Construction Engineering and Inspection (CEI):

~~Mr. Tony Bellamy, PE  
Director Project Management Public Projects  
CSX Transportation, Inc.  
500 Water Street (J-301)  
Jacksonville, Florida 32202  
Telephone: 904-359-7604  
Tony\_Bellamy@csx.com~~

~~Mr. Randy Frederick  
Engineering Operations — Senior Manager  
STV, Inc.  
Concourse III, Suite 400 — 5200 Belfort Road  
Jacksonville, Florida 32256  
Telephone: 904-383-3913  
Randy.Frederick@STVinc.com~~

~~Mr. Dan Mazza, P.E.  
Director of Engineering and Construction  
South Florida Regional Transportation Authority  
800 NW 33<sup>rd</sup> Street  
Pompano Beach, Florida 32064  
Telephone: 954-788-7893  
Cell: 954-553-2228  
mazzad@sfrta.fl.gov~~

Mr. Leslie Schonder  
Public Projects Engineer  
Florida East Coast Railway, LLC  
7150 Philips Highway  
Jacksonville, Florida 32256

Telephone: 904-279-3196  
Leslie.Schonder@fecrwy.com”

“The Design-Build Firms bidding on this Project shall be aware that ~~CSXT/FEC~~ in the past has declined to answer any requests made by the bidders and shall plan accordingly. ~~CSXT/FEC~~ will work with the Design-Build Firm once under contract with the Department.”

“Costs associated with flagging services will be compensated directly to ~~CSXT/SFRTA and~~ FEC by the Department as per a Flagging Agreement for the amount up to 1,500 hours. The Design-Build Firm shall be responsible for the costs of any additional hours of flagging services utilized in excess of 1,500 hours. These costs will be reduced from the Design-Build Firm’s Lump Sum Contract amount as the costs are incurred. For scheduling flagging services, the Design-Build Firm shall contact the ~~CSXT/SFRTA or~~ FEC’s Construction Engineer or Representative and the Department’s CEI Senior Project Engineer. The flagman or watchman will have to be scheduled 45 calendar days in advance of the start date for the work. The flagging services will be available for day or night work.

The Design-Build Firm shall be responsible for coordinating and scheduling all necessary flagging operations with ~~SFRTA~~ FEC.”

“The Design-Build Firm will have to obtain Railroad Protective Insurance, as stated in the Railroad Reimbursement Agreement with ~~CSXT and~~ FEC; “The Department will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in the combined amount of ~~\$5,000,000~~ \$2,000,000 for all personal injuries, death, or for property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by federal funds, with respect to bodily injury, death, or property damage, is limited to a combined amount of ~~\$10,000,000~~ \$6,000,000 per occurrence unless approval for a larger amount by FHWA Division Administrator is made a part of this agreement. The Department will also require its contractor to furnish the company a certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of \$5,000,000 for all personal injuries, death, or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the US Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.”

**Proof of insurance shall be forwarded to the CSXT:**  
———insurancedocuments@csx.com”

~~"The Design-Build Firm shall be responsible for complying with all applicable provisions of the FEC "Special Provisions" when working on, over, under or adjacent to the FEC Corridor."~~

"This track is in use and will be in continuous operation during the performance of the work. It is anticipated that the work under this Contract will, except as hereinafter expressly provided, be done without interruption of or change in the regular schedule of operations of trains on the railroad. No work shall be done on or affecting the railroad until the Design-Build Firm has secured written permission to proceed from the ~~CSXT/SFRTA or~~ FEC Engineer or Representative. The Design-Build Firm shall conduct its work in such a manner, and at such times and with such precautions and safeguards as the ~~CSXT/SFRTA or~~ FEC Engineer or Representative may require, for the purpose of avoiding interference with the safe and continuous operations of the railroad, and of avoiding interference with or injury to passengers and employees or other persons. The Design-Build Firm shall at all times comply with the requirements of the ~~CSXT/SFRTA or~~ FEC Engineer or Representative with respect to the disposal and handling of materials, placing of lights, use of scaffolding, shields and other structures, and with all other reasonable requirements to that end, such that interference with the safe and continuous operation of the existing facilities and interference with or injury to passengers, employees and other persons, and damage to their property or that of the Department may be avoided."

"The Department will not pay the Design-Build Firm for downtime resulting from train traffic passing by the Project's working limits nor will additional contract time be granted for such downtime. The Design-Build Firm's bid contingency shall account for such downtime. In the event that ~~CSXT/SFRTA or~~ FEC stops providing flagmen due to safety related reasons or due to violations of ~~CSXT/SFRTA or~~ FEC work policies by the Design-Build Firm, the Department will not be responsible for the Design-Build Firm's downtime and any associated costs, regardless of the fact that the Department is responsible for providing flagging. If the Design-Build Firm believes that a situation will arise where Department policies and ~~CSXT/SFRTA or~~ FEC policies will conflict, the Design-Build Firm shall notify the Department for guidance on the issue."

"If the installation of temporary crossings and/or temporary access roads is necessary during construction, the Design-Build Firm shall be responsible for providing the necessary survey, plans, details, and sketches. The Design-Build Firm shall be responsible for all fees of temporary private crossings and/or access roads. The Design-Build Firm shall be responsible for the cost and expense of construction work and materials to install and remove any temporary access roads,

and any ~~CSXT/SFRTA~~ or FEC associated cost. The Design-Build Firm shall pay ~~CSXT/SFRTA~~ or FEC for construction of any required temporary private crossings.”

“Plans and details for any work performed within, above, below or affecting railroad property, facilities or right-of-way must be submitted to the Department and approved by ~~CSXT/SFRTA~~ or FEC prior to any work being performed affecting the railroad property or facilities. If any utilities are to be placed within the railroad corridor right-of-way, the Design-Build Firm must provide details, specifications, and calculations for such installation as requested by ~~CSXT/SFRTA~~ or FEC for Permit approval.”

“The Design-Build Firm shall comply with the ~~CSX Transportation~~FEC “Construction Submission Criteria” and other ~~SFRTA~~ requirement including, but not limited to, the following requirements:”

- “iii. Excavation does not adversely impact the stability of an ~~CSXT~~FEC facility.
- iv. Shoring is not required by any governing construction code.
- b. If shoring is required: excavation plans shall be furnished showing sheeting and/or shoring prepared and sealed by a Professional Engineer Registered in the State of Florida and submitted to and approved by Railroad prior to construction of the sheeting.
- c. Trench boxes are prohibited for use on ~~CSXT~~FEC within the theoretical railroad live influence zone.”

“All personnel performing work on ~~CSXT/SFRTA~~ or FEC Right-of-Way will be required to conform to the federal regulation covering On-Track Worker Safety. This includes the use of Personal Protection Equipment (PPE). PPE includes the following items:”

“All personnel entering the railroad corridor right-of-way are required to comply with the requirements of the Federal Railroad Administration (FRA), Roadway Worker Protection, 49 Code of Regulation (CFR), Part 214, including, without limitations, the training and qualification requirements, and with the FRA’s On-Track Safety Program. The Design-Build Firm shall comply with FRA’s rule regarding Roadway worker protection and shall also comply with any revisions to Railroads On-Track Worker Safety Program. As required by the Regulation, the Design-Build Firm shall certify that all of the Design-Build Firm’s personnel (and Subcontractors) working under this contract have received On-Track Contractor Roadway Worker Safety training through an approved course. The program must comply with the FRA Regulation, and the content of the course must be approved by the ~~CSXT/SFRTA~~ or

FEC Safety Program Administrator. Required safety training may be accomplished by either of the following two methods:

1. ~~CSXT/SFRTA or~~ FEC authorized outside contractors may provide the training. ~~CSXT/SFRTA or~~ FEC's Safety Program Administrator will approve all training courses for compliance with the regulation and ~~CSXT/SFRTA or~~ FEC safety requirements. The Design-Build Firm is responsible for quality of the required On-Track Worker Safety Training if it chooses to teach their company safety course.
2. The ~~CSXT/SFRTA or~~ FEC Safety Program Administrator will provide the Design-Build Firm a list of the sources and the availability of ~~CSXT/SFRTA or~~ FEC's approved safety-training programs."

RFP, pg. 45

5/19/15

Section V. Project Requirements and Provisions for Work, Sub-section I. Submittals, Sub-section 5. Railroad Coordination has been revised as follows:

"Three (3) sets of plans shall be provided by the Design-Build Firm to the District Rail Administrator for railroad review. The required sheets shall include a Key Sheet, Typical Section(s), Plan & Profile Sheet(s), Rail-Highway Grade Crossing Detail Sheet(s), Signing and Pavement Marking Sheet(s), Cross Section Sheets, and Maintenance of Traffic Sheet(s). If any utilities are to be placed within the railroad right-of-way the Design-Build Firm shall provide details, specifications, and calculations for such installation as requested by ~~SFRTA~~FEC for permit approval."

RFP, pg. 86

5/19/15

Section VI. Design and Construction Criteria, Sub-section H. Structure Plans, Sub-section 3. Sound Barrier Walls has been revised as follows:

"The Design-Build Firm shall coordinate with ~~SFRTA~~FEC as necessary to obtain approval to access the South Florida Rail Corridor right-of-way if needed. The Design-Build Firm shall submit to the Department documentation confirming ~~SFRTA's~~FEC's approval."