

## **RFP ADDENDUM #4**

### **Central Florida Commuter Rail Transit Design/Build for Civil, Systems and Trackwork Volusia, Seminole, Orange and Osceola Counties Financial Project ID # 412994-4-52-01**

#### **Addendum:**

The Request for Proposal is hereby amended to include the documents listed on the contents page of this notification which will be issued to the three shortlisted firms on CD. Items 1 through 2 are shown below. The files for Items 4 through 5 are too large to post and will be distributed on CD.

Please contact Roger Masten at (386) 943-5536, or [roger.masten@dot.state.fl.us](mailto:roger.masten@dot.state.fl.us) to request a copy.

**Posted:**February 28, 2008

**Time** 10:00am

**By:** Roger Masten

**Central Florida Commuter Rail Transit  
Design/Build and Maintain Contract  
Volusia, Seminole, Orange, and Osceola Counties Florida  
FIN 412994-4-52-01**

**Contents of Addendum No. 4**

1. List of Contents
2. Revisions to RFP for the following:
  - Notice to Proceed for construction and maintenance permits a time extension (pages 6 and 7)
  - Encroachments for removal defined (page 7)
  - Revised Schedule of Events due to reanalysis of the Vehicle Storage and Maintenance Facility (page 8)
  - Revisions to milestone scheduled dates throughout the RFP
3. Revisions to Division I Specifications to reflect milestone date revisions
4. Support Documents – Additional Contamination information
5. Support Documents – Vehicle Criteria for the Diesel Multiple Unit Vehicles from the Invitation to Negotiate.

## CFCRT Request for Proposal (RFP) Revisions Addendum No. 4

1. Pages 6 and 7 – Replaces paragraphs 5 and 6 under *Other Project Elements* with the following text:

The Design/Build Firm shall not start construction or maintenance activities within the railroad right-of-way prior to the Department's issuance of a Notice to Proceed for construction and maintenance services which is currently anticipated to be on or about September 30, 2008. Under no circumstances will the Notice to Proceed for construction and maintenance services be issued prior to the closing of the acquisition of the CSX railroad right-of-way from CSX. There shall be no right whatsoever to any monetary damages for delay in the Department's issuance of a Notice to Proceed up to and including January 30, 2009. The Department will consider granting solely a non-compensable time extension only for the period of time the issuance of the Notice to Proceed for construction and maintenance services is delayed for the period of September 30, 2008, up to and including January 30, 2009, but only to the extent such delay actually impacts the overall completion of the construction activities. In the event the Department issues such Notice to Proceed for construction and maintenance subsequent to January 30, 2009, then solely for the period between January 30, 2009 and the date of actual issuance of the Notice to Proceed shall the Design/Build Firm be entitled to any damages, whether time extension, monetary compensation or otherwise, and then only to the extent provided under the Division I Specifications, Sections 4-3.2 and 5-12. Although the Notice to Proceed for construction and maintenance service can be issued after the closing of the acquisition of the CSX railroad right-of-way, there may be additional right-of-way parcels that have not yet been acquired. Construction activities may not begin on any such parcels until such time as the acquisition is complete. The Department will notify the Design/Build Firm of the right-of-way parcels that have not yet been acquired at the time of the issuance of the Notice to Proceed for construction and maintenance services and will further notify the Design/Build Firm thereafter when such acquisitions are complete.

In addition, after acquisition of the CSX railroad right-of-way by the Department, there may be some remaining obstructions or encroachments within the railroad right-of-way acquired by the Department for the project. The Design/Build Firm shall not interfere with the existence, use or operation of any such remaining obstruction or encroachment except for those specifically identified for removal by the Department. The encroachments identified for removal by the Department are limited to the following locations:

### Encroachments to be Removed by the Department

County	Left/Right	Type of Encroachment	Location
Seminole	Left	CB S & Wood Fence	Georgia Ave/MP 777.25
Seminole	Right	Wood Sign	MP 780.28
Orange		Pedestrian crossing	MP 755.82
Orange	Right	Dumpster Pad	Church Street Station/MP 790.35
Orange	Left	6' CL Fence	MP 792.54
Orange	Left	6' CL fence, concrete wall & pavement	MP 792.73
Orange	Left	1 Story Brick building with metal wall	MP 793.42
Orange	Left	(6) 6' CL Fence	MP 794.42
Orange	Left	Parking	MP 794.77
Orange	Left	6' wood post fence	MP 794.80
Orange	Left	Concrete pad & white rocks	MP 794.87
Orange	Left	Gravel parking	MP 795
Orange	Left	Concrete pad	MP 795.3
Orange	Left	1 Story CB warehouse	MP 795.04
Orange	Left	6' CL fence	MP 795.4
Orange	Left	Asphalt	MP 795.5
Orange	Left	Metal building overhang	MP 796

It is anticipated these encroachments will be removed by the Department prior to issuance of the Notice to Proceed for construction and maintenance. If the encroachments are still in place at the time of Notice to Proceed for construction and maintenance for this project and require removal, the work will be included under Extra Work. The cost of removal of the buildings and/or appurtenances shall NOT be included in the lump sum bid price.

Prior to the Notice to Proceed for Design and Maintenance Mobilization Services, the Design/Build Firm shall not encroach into the railroad right-of-way. Upon the Notice to Proceed for Design and Maintenance Mobilization Services, the Design/Build Firm must meet the requirements for railroad Roadway Worker Protection when encroaching into the railroad right-of-way prior to the Department's ownership. The only activities permitted within the railroad right-of-way upon Notice to Proceed for Design and Maintenance Mobilization Services are conditions assessments, surveying, geotechnical investigations and utility location services, and the performance of such activities shall be subject to the concurrence of and the conditions imposed thereon by CSX Transportation, Inc., as provided in its agreements with the Department. No construction work efforts will be permitted within the railroad right-of-way prior to receipt of Notice to Proceed for construction and maintenance. Upon Department ownership of the railroad right-of-way and issuance of a Notice to Proceed for construction and maintenance, the Design/Build Firm shall comply with the Department's requirements for railroad Roadway Worker Protection services. The Department shall arrange for one (1) hi-rail/field review for all shortlisted firms to review the existing conditions of the corridor. The hi-rail trip shall be scheduled with all shortlisted firms attending one trip. A maximum of two (2) individuals from each shortlisted firm may attend the hi-rail trip.

2. Page 8 – The Department is reanalyzing the Vehicle Storage and Maintenance Facility. More information will be forthcoming on the reanalysis. To accommodate this, replace the table in Schedule of Events with the table below.

<b>Date</b>	<b>Event</b>
December 17, 2007	Public Meeting to Shortlist meeting
January 17, 2008	Deadline for submission of written questions prior to the pre-bid meeting
January 24, 2008	Pre-Bid meeting at 10:00 a.m. local time in the District offices at 719 South Woodland Boulevard, DeLand, Florida.
February 22, 2008	Information Cut-off Date for RFP changes.
February 28, 2008	Final deadline for submission of questions/information all but VSMF
March 28, 2008	Final deadline for submission of questions on VSMF reanalysis
April 11, 2008	Technical Proposals due in District Office by 12:00 noon local time
May 1, 2008	Question and Answer Session. Times will be assigned during the pre-bid meeting. One hour will be allotted for questions and responses.
May 1, 2008	Public Meeting for input from the Technical Advisors to the Technical Review Committee. District Office by 2:30 p.m. local time
May 9, 2008	Price Proposals due in District Office by 9:30 a.m. local time.
May 9, 2008	Public Meeting announcing of Technical Scores and opening of Price Proposals at 10:00 a.m. local time in the District offices at 719 South Woodland Boulevard, DeLand, Florida
May 19, 2008	Public Meeting of Selection Committee to determine intended Award
May 19, 2008	Posting of the Department's intended decision to Award (will remain posted for 72 hours)
May 22, 2008	Anticipated Award Date
June 12, 2008	Anticipated Execution Date
June 19, 2008	Anticipated Notice to Proceed Date for Design and Maintenance Mobilization Services

Date	Event
September 30, 2008	Anticipated Notice to Proceed Date for Construction and Maintenance

3. Page 6 – Revise the following dates under ***Project Milestones***
  - Replace “July 30, 2010” with “August 30, 2010”
  - Replace “August 1, 2009” with “September 1, 2009”
  - Replace “April 1, 2010” with “May 1, 2010”
  - Replace “December 30, 2009” with “January 30, 2010”
  
4. Page 39 – Revise the following date under Section V.HH under ***Project Completion***
  - Replace July 30, 2010 with August 30, 2010
  
5. Pages 39 and 40 - Revise the following dates under Section V.HH under ***Station Platforms***
  - Replace “May 30, 2009” with “June 30, 2009”
  - Replace “August 30, 2009” with “September 30, 2009”
  - Replace “November 30, 2009” with “December 30, 2009”
  
6. Page 40 – Revise the following date under Section V.HH, under ***Operations Control Center***
  - Replace “December 30, 2009” with January 30, 2010
  
7. Page 40 – Revise the following dates under Section V.HH under ***Storage Tracks***
  - Replace “August 1, 2009” with “September 1, 2009”
  - Replace “April 1, 2010” with “May 1, 2010”
  
8. Page 61 – Revise the following dates under Section VI.S
  - Replace “May 30, 2009” with “June 30, 2009”
  - Replace “August 30, 2009” with “September 30, 2009”
  - Replace “November 30, 2009” with “December 30, 2009”
  
9. Page 64 – Revise the following dates under Section VI.V
  - Replace “December 30, 2009” with January 30, 2010”
  - Replace “April 1, 2010” with “May 1, 2010”

liquidated damages under the Contract, but the Department will not charge liquidated damages for any delay in the final completion of the Department’s performance of the work due to any unreasonable action or delay on the part of the Department.

**8-11 Release of Contractor’s Responsibility.**

The Department considers the Contract complete when the Contractor has completed all work and the Department has accepted the work. The Department will then release the Contractor from further obligation except as set forth in his bond, and except as provided in 5-13.

**8-12 Recovery of Damages Suffered by Third Parties.**

In addition to the damages provided for in 8-10.1 and 8-10.2 and pursuant to Section.337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time or within such additional time that the Department may grant the Department may recover from the Contractor amounts that the Department pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Department’s act or omission.

A damage recovery/user cost will be assessed against the Contractor if all tracks are not open to traffic during the times as shown in the RFP. Costs will be assessed beginning at the appropriate time as shown in the RFP and continue until all tracks are open as recorded by the Engineer. This assessment will be in the following amounts:

- First 15 minutes and under: \$1,750.00
- Each additional 15 minute period or portion thereof: \$1,750.00

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open tracks if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor’s operations.

The Department will have the right to apply as payment on such damages any money which is due to the Contractor by the Department.

**8-13. Alternative Bidding.**

The following new Subarticles are added:

**8-13.1 “Bonus” Payment and Waiver of Contractor Claims.**

The Department desires to expedite construction on this Contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, “Bonus” provisions are established for the Contract Work Items described below.

The Department will pay the Contractor a “Bonus” as follows:

<b>Bonus/Disincentive Table</b>			
<b>Contract Work Item</b>	<b>Bonus Completion Date</b>	<b>Bonus Amount</b>	<b>Disincentive</b>
Project Completion as defined in section V.HH of the RFP.	August 30, 2010	\$3,000,000	\$50,000/day (maximum 60 days)

<b>Bonus/Disincentive Table</b>			
<b>Contract Work Item</b>	<b>Bonus Completion Date</b>	<b>Bonus Amount</b>	<b>Disincentive</b>
Complete station platforms in Group 1: Fort Florida, Sanford, Lake Mary, Longwood, and Altamonte Springs as defined in Section V.HH of the RFP.	June 30, 2009	\$450,000	\$4,700/day (maximum 96 days)
Complete station platforms in Group 2: Maitland, Winter Park, Florida Hospital, and Sand Lake as defined in Section V.HH of the RFP.	September 30, 2009	\$300,000	\$3,400/day (maximum 88 days)
Complete station platforms in Group 3: LYNX Central, Church, and Orlando Amtrak as defined in Section V.HH of the RFP.	December 30, 2009	\$125,000	\$1,300/day (maximum 96 days)
Complete the Operations Control Center as defined in Section V.HH of the RFP.	January 30, 2010	\$350,000	\$4,000/day (maximum 88 days)

The “Bonus” will be paid only if the “Contract Work Item” is completed as set forth above, and as determined by the Engineer, on or before the “Bonus Completion Date” as set forth above, and subject to the conditions precedent set forth below. For purposes of the calculation and the determination of entitlement to the “Bonus” stated above, the “Bonus Completion Date” will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the “Bonus Completion Date” set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or absorb such delays or events in an effort to complete the Contract by the “Bonus Completion Date”, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the “Bonus Completion Date”. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the “Bonus Completion Date”, the Department shall unilaterally determine the number of calendar days to extend the “Bonus Completion Date” reasonably necessary and due solely to such catastrophic event and the Contractor shall have no