# RFP Addendum No. 1

**Daytona Avenue Bridge Replacement, Volusia County**
**Financial Project Number: 431907-1-52-01**
**Contract Number: E5R48**

**The Request for Proposal is amended to include the following:**

1.) Section I, Introduction – Description of Work (Pg. 5 of 51): The fifth (5th) paragraph is modified as follows:

There is an existing 10-inch ductile iron pipe water main located on the bridge deck that belongs to the City of Holly Hill. As part of the bridge replacement this water main will require replacement with a new 10-inch ductile iron pipe, and relocated to the underside of the new bridge such that the connection to the underside of the new bridge will provide adequate freeboard and will not impede channel flow. Alternative placements of the water main may be considered as long as it is NOT attached to the new pedestrian bridge, NOT placed on the deck of the new vehicle bridge (if a bridge is constructed by the Design-Build firm), and NOT placed on top of the roadway or walkway crossing the canal. The Design-Build firm shall install two (2) epoxy-coated gate valves on the existing ductile iron water main, one on each end of the bridge at the Design-Build firm's proposed limits of bridge/approach work. These valves will allow the City of Holly Hill to shut off the water supply from both, or either side of the bridge, and still supply the buildings and houses currently supplied by the water main. The only time that the water main can be shut down is to install the gate valves, and this time shall be coordinated with Mark Juliano, City of Holly Hill Public Works Director. The City may wish to contact the Design-Build Firm separately to perform additional utility work not outlined in this RFP. No additional FDOT contract time will be granted for work contracted separately.

2.) Section II, Schedule of Events (Pg. 6 of 51) – The "Schedule of Events" is modified as follows:

| Date | Event |
|---|---|
| January 30, 2012 | Advertisement Date |
| February 10, 2012 | Response Deadline (Deadline to Request RFP) by 5:00 p.m. local time. |
| February 13, 2012 | RFP to Requesting Firms |
| February 27, 2012 | Mandatory Pre-Bid Meeting |
| March 30, 2012 | Proposals due in District Office by 2:00 p.m. local time. |
| March 30, 2012 | Opening of Price Proposals at 2:00 p.m. local time in Volusia County Conference Room, 4th Floor of the District V Administration Building (District Office), 719 S. Woodland Blvd, Deland, Florida 32720 |
| April 9, 2012 | Posting of the Department's intended decision to Award by 10:00 a.m. (will remain posted for 72 hours) |

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|---|---|
| April 16, 2012 | Anticipated Award Date |
| May 1, 2012 | Anticipated Execution Date |
| May 30, 2012 | Anticipated Notice to Proceed Date (NTP) – Start of Contract Time |

3.) Section V, Project Requirements and Provisions for Work; Sub-section I, Contract Duration (Pg. 22 of 51): The contract duration is being increased from a maximum of 210 calendar days to a maximum of 300 calendar days to allow for a 90-day permitting period prior to construction activities.

4.) Section VI, Design and Construction Criteria – Sub-section B - Geotechnical Services, ***Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS)*** (Pg. 30 of 51): This paragraph is modified as follows:

> This project site may be suitable for the GRS-IBS design option. If the Design-Build Firm elects to construct a bridge, the Design-Build Firm shall use the GRS-IBS foundation system unless it can be proven to the Department's satisfaction that GRS-IBS is not suitable for this site.

5.) The Division I Specifications that were provided as an Attachment to the RFP for FPID No. 431907-1-52-01 are revised as follows:

4-3.9 Cost Savings Initiative Proposal - "Not Applicable" is deleted and the following specification is inserted into the Division I Specifications.

## *SCOPE OF THE WORK – COST SAVINGS INITIATIVE PROPOSAL.*

**(REV 2-27-12)**

SUBARTICLE 4-3.9 (of the Division I Specifications) is deleted and the following substituted:

**4-3.9 Cost Savings Initiative Proposal:**

**4-3.9.1 Intent and Objective:**

(1) This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops, following the submission of technical and price proposals, for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop for the Contractor and Department to discuss potential Proposals will be held within 30 calendar days following the issuance of the Notice to Proceed.

(2) The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However,

nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive.

(3) The Department reserves the right to reject at its discretion any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

(4) The Department reserves the right to reject at its discretion any Proposal submitted which is based on or related to a previously rejected Alternative Technical Concept proposal submitted during the procurement process.

(5) For potential Proposals, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal.

**4-3.9.2 Subcontractors:** The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

**4-3.9.3 Data Requirements:** As a minimum, submit the following information with each Proposal:

(1) a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

(2) separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases. Identify additional proposed work not covered by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items.

(3) an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

(4) engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with prints of drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be provided clearly delineating the responsibility of the Contractor's Engineer of Record.

(5) the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

(6) a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

**4-3.9.4 Processing Procedures:** Submit two copies of each Proposal to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified. The Department will compute the net savings by subtracting the revised total cost affected by the Proposal from the total cost represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

**4-3.9.5 Computations for Change in Contract Cost of Performance:** If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

**4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges:** A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer pre-qualified by the Department in accordance with Rule 14-75 and who is not the originator of the Proposal design Florida Administrative Code. The independent peer

review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

**4-3.9.7 Sharing Arrangements:** If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor. Engineering costs shall only be considered for Proposals initiated after plans have been stamped "Released for Construction" by the Department as described in the Request for Proposal.

**4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:**

**4-3.9.8.1 Notice of Intellectual Property Interests:** The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's QPL or design standard indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

**4-3.9.8.2 Department's Future Rights to a Proposal:** Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any

and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

**Please respond upon receipt, and direct any questions to Lisa Hightower at (386) 943-5515, or at lisa.hightower@dot.myflorida.com**

Posted: March 19, 2012 @ 11:25 am

By: Lisa Hightower

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