

## Addendum No. 1

**Central Florida Commuter Rail Transit Phase 2 South  
Financial Project Number: 423446-9-52-01  
Contract Number: E-5W96**

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

- 1.) Third Amendment to the Amended Central Florida Operating and Management Agreement (CFOMA)
  - The Third Amendment to the Amended CFOMA is included as an attachment to the RFP and shall be provided to all actively participating Design-Build Firms. There is no change to the text of the RFP
- 2.) Fourth Amendment to the Amended Central Florida Operating and Management Agreement (CFOMA)
  - The Fourth Amendment to the Amended CFOMA is included as an attachment to the RFP and shall be provided to all actively participating Design-Build Firms. There is no change to the text of the RFP
- 3.) Page Numbering

The number of pages has increased to 96 to reflect changes from Addendum 1  
"Page 1 of ~~90~~ 96"
- 4.) Table of Contents, Page ii:

Section V Subsection "AA No Excuse Bonus, Incentives and Disincentives" is deleted and replace with Section V Subsection "AA Track Rental Fee, Lane Rental Fee, No Excuse Bonus, Incentives and Disincentives, Damage Recovery"
- 5.) Table of Contents, Page ii:

Section V Subsection "BB Communication System Manager" has been added to the Table of Contents.
- 6.) Table of Contents, Page ii:

Section VI Subsection "Y CFRC Corridor Safety Improvement Plans" has been added to the Table of Contents.
- 7.) Attachments, Pages iii & iv:
  - The attachment "Division I Design-Build Specifications" has been deleted and replaced with "Division I Design-Build Specifications – Revision I"
  - The attachment "Design Criteria – Phase 2 South" has been deleted and replaced with "Design Criteria – Phase 2 South – Revised August 2015"
  - The word "Pending" is removed from the following attachments:
    - USCOE Permit SAJ-2014-00352 (IP-AWP)

- FEMA Regulated Floodway No-Rise Certification – Orange County West Branch Boggy Creek (MP 800.6)
- FEMA Regulated Floodway No-Rise Certification – City of Kissimmee East City Canal (MP 806.9)
- The following attachments have been added to the RFP:
  - [CFCRT Phase 2 South Station Plans – Revision 1](#)
  - [CFCRT Phase 2 South Technical Special Provisions for CFCRT Architectural Finishes](#)
  - [CFCRT Phase 2 South Technical Special Provisions for CFCRT Communications](#)
  - [FPN 412994-4-52-13 CFRC Corridor Safety Improvements](#)
    - [CFRC Corridor Safety Improvement Civil Improvements – Seminole County Plans](#)
    - [CFRC Corridor Safety Improvements – Project Specifications Package](#)

8.) Reference Documents Page vii:

The following reference documents have been added to the RFP:

- [Bridge Hydraulics Report MP 800.6](#)
- [Bridge Hydraulics Report MP 806.9](#)
- [Bridge Hydraulics Report MP 811.3](#)
- [Kinder Morgan Relocation Utility Permit, Plans, and CADD files](#)
- [Utility RGB's](#)
- [Phase 1 Station Communications As-Built Plans](#)
- [As-Builts for Bridge Overpass in Phase 2 South](#)
- [CFRC Right-of-Way CADD files](#)
- [Track Charts](#)
- [Track Geometry Inspection Reports](#)
- [FDOT Redundant Fiber Path Diagram, Phase II South](#)
- [FDOT Poinciana Fiber Connection Point](#)

9.) Section I Introduction on Page 1

The 1<sup>st</sup> paragraph of this section has been revised to read as follows:

- The Florida Department of Transportation (Department) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the design and construction of the next phase (Phase 2 South) of the Central Florida Commuter Rail Transit system. The design and construction work includes all design, engineering, construction, testing and commissioning as required for approximately 18 miles of expanded commuter rail service between the Sand Lake Road station ([MP 796.48](#)) and the Poinciana station ([MP 813.82](#)) on the existing Central Florida Rail Corridor (CFRC) right-of-way. [Expanding the commuter rail service from Sand Lake Road station and the Poinciana station will require design, engineering, construction, and testing within the current operating segment of commuter rail service between the Operations Control Center \(OCC\) located in Sanford, Florida \(MP 763.90\) and the Sand Lake Road station \(MP 796.48\).](#)

10.) Section I Introduction on Page 3

The “Communications Systems” section of Section I Introduction has been revised to replace the word “Specifications” with “Technical Special Provisions”. The “Communications Systems” section shall read as:

- **Communications Systems**

The communications systems work includes the design, fabrication, construction, testing, system integration and commissioning of all communications required within the project limits. Communications systems associated with station platforms for passenger information shall be constructed in accordance with the Station Plans and ~~Specifications~~ Technical Special Provisions included as an attachment to this RFP. Details for the specific requirements and devices are provided in the Station Plans and ~~specification~~ Technical Special Provisions attached to this RFP. The Design-Build Firm is responsible for completing, connecting, testing, and integrating the systems to the Operations Control Center (OCC) located in Sanford, Florida and communicating with the dispatch system located at the OCC.

11.) Section I Introduction on Page 4

The “Stations” section of Section I Introduction has been revised to replace the word “Specifications” with “Technical Special Provisions”. The “Stations” section shall read as:

- **Stations**

The Design-Build Firm shall construct the four (4) stations included within the Phase 2 South project limits, at Meadow Woods, Osceola Parkway, Kissimmee, and Poinciana, in accordance with the Station Plans and ~~specifications~~ Technical Special Provisions included as an attachment to this RFP. Station work includes the construction of the station platforms, canopies, platform finishes, art-in-transit, platform appurtenances, parking areas, access improvements, drainage, lighting, communication systems for the station platforms and bus access/circulation areas.

12.) Section I Introduction on Page 4

The following section has been added to the Introduction and Description of Work:

- **CFRC Corridor Safety Improvements**

The Design-Build Firm shall construct the Corridor Safety Improvements consisting of traffic signal installation, sidewalk, traffic separators and curbs, milling and resurfacing, signing and pavement markings, and other minor civil work in accordance with the CFRC Corridor Safety Improvement Plans and specifications included as an attachment to this RFP.

13.) Section I Introduction on Page 4

The Project Milestone section has been revised to read as follows:

- **Project Milestones:**

A series of milestones have been identified for this project to ensure timely completion of all components. This is strictly a list of milestones.—~~Incentives and disincentives that apply to select milestones are outlined in Section V.Y of this RFP. The details for some of these milestones can be found in the section identified by the section references provided in the list.~~ Rental Fees, incentive, disincentive, and damage recovery costs that apply to select milestones are outlined in Section V.AA of this RFP and the Division I Design-Build Specifications included as an attachment to this RFP.

14.) Section I Introduction on Page 5

The anticipated Notice to Proceed Date for design services and the anticipated Notice to Proceed Date for construction listed in the Other Project Elements Section have been revised as follows:

- Notice to Proceed as to design services will be issued on or about ~~November 9, 2015~~ December 2, 2015.
- Notice to Proceed for construction work will be issued on or ~~about January 9, 2016~~ February 2, 2016.

15.) Section I Introduction on Page 6

The following paragraph has been added after the first paragraph on Page 6:

- The award is contingent upon the approval of the Roll-Forward amendment being approved by the Legislative Budget Commission which is expected to meet in September 2015.

16.) Section V, A. Governing Regulations Beginning on Page 17

The following governing regulations have been added to the list:

46. Code of Federal Regulation Title 49 Subtitle B Chapter II Part 233 – Signal Systems Reporting Requirements  
<http://www.ecfr.gov/cgi-bin/text-idx?SID=549490c46741363fc8089eced090c0f3&mc=true&node=pt49.4.233&rgn=div5>
47. Code of Federal Regulation Title 49 Subtitle B Chapter II Part 234 – Grade Crossing Safety  
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=549490c46741363fc8089eced090c0f3&mc=true&r=PART&n=pt49.4.234>
48. Code of Federal Regulation Title 49 Subtitle B Chapter II Part 235 – Instructions Governing Applications for Approval of a Discontinuance or Material Modification of a Signal System or Relief from the Requirements of Part 236  
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=549490c46741363fc8089eced090c0f3&mc=true&r=PART&n=pt49.4.235>
49. Code of Federal Regulation Title 49 Subtitle B Chapter II Part 236 – Rules, Standards, and Instructions Governing the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems, Devices, and Appliances

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=549490c46741363fc8089eced090c0f3&mc=true&r=PART&n=pt49.4.236>

17.) Section V, E. Environmental Permits on Page 23

The word "Pending" has been deleted from SFWMD Permit No. 49-02327-P included in the listing of documents.

18.) Section V, F. Railroad Coordination on Page 24

The last sentence of the 2<sup>nd</sup> paragraph of this section shall be deleted. The subject paragraph shall read as:

- The Design-Build Firm must comply with the terms of the agreements with the tenant railroads that are included as attachments to this RFP. The Design-Build Firm is responsible for coordinating track outages and work windows with CFRC staff. ~~The requirements of this RFP supersede the requirements of Section 7-11.4 of the Division I Specifications for this project.~~

19.) Section V, I. Submittals on Page 25 and Page 26

The second sentence of the 1<sup>st</sup> paragraph of this section is revised as follows:

- In accordance with the Plans Preparation Manual, components of the contract plans set are track, roadway, signing and pavement marking, signalization, station ~~electronics communications~~ (CCTV, PAT, ECB, ~~PA/VIM PA/VMS~~), lighting, landscape, architectural, structural, and corridor fiber infrastructure.

20.) Section V, J. Contract Duration on Page 28

The Contract Duration has been revised from 680 calendar days to 650 days. The subject section is revised as follows:

- The Department has established a Contract Duration of ~~680~~ 650 calendar days for the subject Project.

21.) Section V, K. Project Schedule on Page 28

The listing of Special Events has been revised as follows:

- Osceola Fall Art Festival
- ~~Lake Toho Special Events~~ Bassmaster Tournament at Lake Tohopekaliga

22.) Section V, K. Project Schedule of Page 29

The schedule activity "Station Electronic Test Submittals" has been revised to "Station Communication Test Submittals". The schedule activity "Station Electronic Tests" has been revised to "Station Communication Tests". These schedule activities are revised as follows:

- Station ~~Electronic Communication~~ Communication Test Submittals
- Station ~~Electronic Communication~~ Communication Tests

23.) Section V, N. Meetings and Progress Reporting of Page 30:

Coordination Meetings with the Fare Collection Contractor has been added to the list of meetings. The list of Coordination Meetings shall read as:

- Coordination meetings with:

- Signal Design-Build Firm
- Operations and Maintenance Contractor
- Signal Maintenance Contractor
- CSXT and Amtrak
- Fare Collection Contractor

24.) Section V, N. Meetings and Progress Reporting of Page 30:

The first sentence of the third paragraph has been revised to read as follows:

- The Design-Build Firm shall meet with the Department's Project Manager at least ~~thirty (30)~~ sixty (60) calendar days before beginning system integration activities.

25.) Section V, V. Testing Pages 35 - 36:

The word "Conformal" is deleted in every instance it appears in this section and replaced with "Conformance". An example of this revision is as follows:

- FTA Design and Construction ~~Conformal~~ Conformance Checklist

26.) Section V, V. Testing Page 35:

The listing of components for the verification plan described in the 2<sup>nd</sup> paragraph of the subject section has been revised as follows:

1. FTA Design and Construction ~~Conformal~~ Conformance Checklist
2. Test Procedures
3. FRA Testing Requirements per Code of Federal Regulation 49

27.) Section V, V. Testing Page 35:

The following paragraph has been added after the 3<sup>rd</sup> paragraph of the subject section:

- All testing documents and forms shall be in a format acceptable to the Department

28.) Section V, V. Testing Page 37:

The phrase "Lee County" is deleted from the 2<sup>nd</sup> sentence of the 4<sup>th</sup> paragraph and replaced with "CFRC": The sentence shall read as follows:

- A copy of all diagnostic software shall be submitted to the Department and ~~Lee County~~ CFRC with full documentation.

29.) Section V, V. Testing Pages 37 - 39:

The word "Engineer" is deleted in every instance it appears and replaced with "Department". An example of this revision is as follows:

- Any testing that could affect current SunRail operation shall be coordinated with the ~~Engineer~~ Department a minimum of thirty (30) days prior to the expected schedule test.

30.) Section V, V. Testing Pages 37:

The word "approved" is deleted from the last sentence of the 9<sup>th</sup> paragraph and replaced with "accepted": The sentence shall read as follows:

- The SST shall be successfully completed and ~~approved~~ accepted in writing by the ~~Engineer~~ Department prior to any equipment installation out in the field.

- 31.) Section V, V. Testing Pages 40:  
“PTC Contractor” has been removed from the listing of contracts and is replaced with “PTC Design-Build Firm”
- 32.) Section V, AA. No Excuse Bonus, Incentives and Disincentives on Pages 43:  
The entire subsection “AA. No Excuse Bonus, Incentives and Disincentives” is deleted and replaced with subsection “AA. Track Rental Fee, Lane Rental Fee, No Excuse Bonus, Incentives and Disincentives, Damage Recovery”. It shall read as:

~~AA. — No Excuse Bonus, Incentives and Disincentives~~

~~This project involves a combination of No Excuse Bonuses, Incentives, and Disincentives pertaining to the completion of construction for system integration and testing, completion of the full project for revenue service, and completion of critical roadway grade crossing improvements. The No Excuse Bonuses, Incentives, and Disincentives are described in detail in the Division I Specifications for the project.~~

**AA. Track Rental Fee, Lane Rental Fee, No Excuse Bonus, Incentives and Disincentives, Damage Recovery**

~~This project involves a combination of Track Rental Fees, Lane Rental Fees, No Excuse Bonuses, Incentives, Disincentives, and Damage Recovery Costs pertaining to the completion of work in Taft Yard, completion of roadway grade crossings, completion of construction for system integration and testing, completion of the full project for revenue service, completion of the new west side bridge over Shingle Creek, roadway closure damage recovery costs and Delay of Train damage recovery costs. The Track Rental Fees, Lane Rental Fees, No Excuse Bonuses, Incentives, Disincentives and Damage Recovery Costs are described in detail in the Division I Design-Build Specifications for the project.~~

- 33.) Section V, BB. Communication System Manager on Pages 43 - 44:  
The entire subsection BB Communication System Manager shall be added to the RFP. It shall read as:

BB. Communication System Manager

~~The Design-Build Firm shall use a single dedicated person responsible for managing all activities regarding the communication system in this project including systems integration and testing. This person shall be contractually referred to as the Communication System Manager. The Design-Build Firm shall notify the Department in writing of any change in the identity of the Communication System Manager. The Communication System Manager shall have the following knowledge, skills, and abilities:~~

- ~~1. Design, installation, and integration background with a minimum of 5 years of experience integrating communication system with equipment similar to this project.~~
- ~~2. The propose candidate shall be Building Industry Consultant Service International (BICSI) Registered Communications Distribution Designer (RCDD) certified.~~

The Design-Build Firm’s Communication System Manager shall be responsible for managing all communication system related activities, including, but not limited to, the following:

1. The Communications System Manager must be a management employee and shall not be involved in personally performing craft installation work.
2. Ensuring that all coordination and activities are conducted in accordance with the requirements of the Contract Documents.
3. Identifying all existing communication system and coordinating any new installations
4. Reviewing all communication equipment and submittals packages and verify compatibility of the new equipment with the existing system.
5. Scheduling and attending communication meetings, preparing and distributing minutes of all meetings, and ensuring expedient follow-up on all unresolved issues.
6. Resolve any conflicts.
7. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of the communication systems.

34.) Section VI, D. Utility Coordination on Page 49:

Table A has been revised to include a cost estimate and lump sum bid amount for Verizon Business (f.k.a MCI). The row shall read as:

Verizon Business (f.k.a. MCI)	[2]	<u>\$1,437,563</u>	<u>\$1,437,563</u>
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35.) Section VI, E. Railroad and Roadway Plans – Drainage Analysis on Page 54:

The following paragraph and listing of additional design criteria has been added after the first paragraph on page 54. The paragraph and listing shall read as:

The Design-Build Firm shall adhere to the following additional design criteria:

- i. No storm sewer pipe exiting a drainage structure shall be constructed with a flow line higher than any storm sewer pipe entering the same structure.
- ii. All constructed inlets and manholes must have an outlet storm drain pipe.
- iii. The most downstream pipe of each storm drain system must be constructed with its flow line at the bottom of slope of any pond or ditch.
- iv. No component of a permanent stormwater system shall be controlled by a pump or any other mechanical means.
- v. Positive Drainage shall be maintained throughout the project. Positive Drainage means overland, open channel and /or closed conduit flow by gravity towards or through a stormwater conveyance system from a higher elevation to a lower elevation. Positive Drainage also means providing conveyance where construction activities might divert or trap water and compromise safety and efficiency, including locations on offsite properties.
- vi. All offsite runoff shall be accommodated in accordance with Department’s criteria and all regulatory agency criteria. All historical flow patterns for offsite flows shall be maintained.
- vii. Any proposed berm style weirs, trapezoidal or otherwise, must be approved by the Department subject to Section 5.3.1.1 of the Drainage Manual. If a berm style weir is approved by the Department, the Design-Build Firm shall submit for Department approval a structural design to support the loading of maintenance vehicles without failure for the life of the weir and a

geotechnical design to prevent seepage through the pond or swale berm that may result in failure of the pond or swale berm. All berm style weirs in pond or swale berms shall be designed and constructed to be traversable.

- viii. Trench drains shall not be allowed for the final constructed condition. Trench drains shall only be allowed for temporary drainage.
- ix. All orifices and v-notches shall be assumed to be frequently clogged for the purposes of establishing the design tailwater for storm sewer systems connected to ponds.

36.) Section VI, E. Railroad and Roadway Plans – Drainage Analysis on Page 55:

The first sentence of the first paragraph is revised to replace the word “specifications” with “Technical Special Provisions”. The subject sentence and paragraph shall read as:

The Design-Build Firm shall construct the drainage systems for the four (4) stations included within the Phase 2 South project limits, at Meadow Woods, Osceola Parkway, Kissimmee, and Poinciana, in accordance with the Station Plans and ~~specifications~~ Technical Special Provisions included as an attachment to this RFP. The Design-Build Firm shall design and construct the drainage system for the rail corridor. The Design-Build Firm shall accommodate any outfalls from the 4 Stations into the rail corridor drainage system.

37.) Section VI, H. Structure Plans on Page 58:

The Bridge Design and Construction Table has been revised as follows:

**Bridge Design and Construction**

No.	MP A-Line	Existing	Replace Existing with Bridge [ft]	Replace Existing with Culvert [ft]	New Bridge - 2 <sup>nd</sup> Track [ft]
1	800.6	Precast spans	N/A	N/A	110
2	803.9	BDPT	N/A	80	N/A (see note 1)
3	805.9	Concrete spans	N/A	33	N/A (see note 1)
4	809.7	Concrete Spans	N/A	N/A	N/A
5	811.3	BDPT	360	N/A	360
6	813.1	BD on steel I-beams and piles	N/A	20	N/A (see note 1)
		Sub-Total	<del>493</del> <u>360</u>	133	470

38.) Section VI, H. Structure Plans on Page 59:

The first sentence of the 3<sup>rd</sup> paragraph on Page 59 is deleted and replaced as follows:

- ~~The new bridges at MP 811.3 Shingle Creek consist of Precast Prestressed Concrete Box Girders (PCG) and Structural Steel Through Plate Girder (TPG) spans to be constructed in two phases. The new bridges at MP 811.3 Shingle Creek shall be constructed in two phases.~~

39.) Section VI, K. Sequence of Construction on Page 62:

Item 19 has been revised to include the phrase, “...including the wayside signal system”. Item 19 shall read as:

- 19. All construction occurring between MP 796.63 to 799.37 (Taft Yard) shall begin and conclude with track in service within 6 months, including the wayside signal system.

40.) Section VI, K. Sequence of Construction on Page 62:

Item 20 has been revised to remove the phrase, "...to maintain access to Stanton Spur from the north". Item 20 shall read as:

- 20. Control Point 800 shall be installed and cut-in in conjunction with the removal of Control Point South End Taft Yard. ~~to maintain access to Stanton Spur from the north.~~

41.) Section VI, M. Temporary Traffic Control Plan on Page 65:

The listing of events for which no lane closures are allowed has been revised as follows:

- Osceola Fall Art Festival
- ~~Lake Toho Special Events~~ Bassmaster Tournament at Lake Tohopekaliga

42.) Section VI, Q. Fiber Communications Infrastructure Plans on Page 69:

The following paragraph has been added after the first paragraph on page 69. The paragraph shall read as:

- The fiber communication infrastructure shall connect to existing FDOT fiber outside the CFRC corridor to provide a redundant communication loop. The redundant communication loop is shown in "FDOT Redundant Fiber Path Diagram, Phase II South" included as a Reference Document to this RFP. The Design-Build Firm shall design, construct and test to perform all work necessary to connect to the existing FDOT fiber and provide a fully functional and redundant fiber infrastructure. The FDOT fiber connection point is located near the Poinciana station as shown in "FDOT Poinciana Fiber Connection Point" included as a Reference Document to this RFP. The Design-Build Firm shall replace the existing fiber pull box with a fiber splice box at the connection point. The Design-Build Firm shall coordinate with the Department for specific fiber assignments.

43.) Section VI, R. Track Plans on Page 71:

- The following phrase has been added to the sentence above the Track Realignment Locations Table:
- (Begin MP/Station and End MP/Station are approximate):

44.) Section VI, R. Track Plans on beginning on Pages 72 - 74:

- The Summary of Turnouts/Crossovers table has been revised to list "Approximate" Stations and "Approximate" Mileposts.

45.) Section VI, T. Station Plans on Page 81:

The word "electronics" is deleted from the 2<sup>nd</sup> sentence of the 1<sup>st</sup> paragraph and replaced with "communications": The sentence shall read as follows:

- The stations include the station parking lots (including lighting landscaping, and hardscape), drainage, bus and kiss 'n ride circulation and parking, station platforms, and platform appurtenances including the canopies, ~~electronic communication~~ systems (CCTV, PA/VMS, PAT, ECB, and UPS), water fountains, finishes, communications cabinets, utility services, and mounting areas (including utility connections and conduits) for the ticket vending machines and ticket validating units.

46.) Section VI, T. Station Plans on Page 81:

The following paragraph has been added after the first paragraph of this section. The paragraph shall read as:

- The Department will consider mechanical connections in lieu of welded connections for station canopy construction. The Design Build Firm shall submit signed and sealed connection plans for the mechanical connection for review and approval by the Engineer. The mechanical connections must meet the aesthetic intent of the architectural design of the canopies. Approval is at the sole discretion of the Engineer.

47.) Section VI, U. Railroad Signal System Plans on Page 82:

The word “other” is deleted from the 2<sup>nd</sup> sentence of the 1<sup>st</sup> paragraph of this section:

The paragraph shall read as follows:

- The wayside signal system and the grade crossing warning system for Phase 2 South are to be designed and constructed under a separate contract. The Design-Build Firm is required to coordinate with the Departments Signal Maintenance of Way Contractor and the ~~other~~ Signal Design-Build Firm responsible for designing and constructing the wayside signal and grade crossing warning systems to maintain active signal and grade crossing warning systems at all times when the tracks and crossings are active.

48.) Section VI, U. Railroad Signal System Plans on Page 82:

The following paragraph has been added after the first paragraph of this section. The paragraph shall read as:

- The Design-Build Firm shall be responsible for coordinating any temporary wayside signal system and/or temporary grade crossing warning system installations, if necessary, to complete the work with the Signal Design-Build Firm and the Signal Maintenance of Way Contractor. The Design-Build Firm has the option of using either the Signal Design-Build Firm or the Signal Maintenance of Way Contractor to perform the temporary work. The Design-Build Firm shall be responsible for compensating the Signal Design-Build Firm or the Signal Maintenance of Way Contractor for any temporary wayside signal system and/or grade crossing warning system work.

49.) Section VI, V. Positive Train Control Plans on Page 82:

The word “may” is deleted from the 1<sup>st</sup> sentence of this subject subsection and replaced with “shall. The sentence shall read as follows:

- The Department shall ~~may~~ have a separate contract for the design and the implementation of the Positive Train Control system for the project, including the installation of equipment on the corridor and in the vehicles as well as the implementation of the back of the house operation to communicate with the existing dispatch system.

50.) Section VI, W. Vehicle Storage and Light Maintenance Facility Plans on Pages 82 - 83:

The listing of elements which shall meet the requirements of the Design Criteria included as an attachment to this RFP has been revised to include minimum units and remove “pre-engineered”. The listing has been revised as follows:

- A minimum 1,760 square foot ~~pre-engineered~~ building for train crews, mechanical office, restrooms, shower, storage and utility space
- A minimum of 4,689 linear feet ~~lf~~ of new track to provide overnight storage for up to four train consists (one locomotive plus three cars):
  - One ~~2,319-ft~~ storage track, a minimum of 2,319 feet, complete with bumping post with pans or track mats for fueling
  - One ~~903-ft~~ storage track, a minimum of 903 feet, complete with pans or track mats for fueling
  - One ~~1,467-ft~~ runaround track a minimum of 1,467 feet
- Fueling, interior cleaning and daily inspections will be performed on the storage tracks
- Wayside power (minimum of two units to match units provided for the IOS VSMF)
- Engine-generator set to provide backup power with sub-base fuel tank
- Minimum 20 ft x 20 ft x 1 ft thick storage pad
- Concrete dumpster pad
- Yard compressed air with oil/water separator in weatherproof and conditioned enclosure, water, fire hydrants, irrigation, and electrical service for vehicle storage
- One toilet dump station with a minimum 10,000 ~~gal~~ gallon underground holding tank and potable water source
- Security fencing with remote control gates for the entire VSLMF facility and Yard
- Sanitary and storm drainage systems
- Mechanical derails
- Site security, communication and building systems
- Video surveillance (CCTV)
- Conventional yard lighting using Dark Skies criteria
- Access roads, crossings, site drainage, and parking

51.) Section VI, Y. CFRC Corridor Safety Improvements Plans on Pages 83 - 84:

The entire subsection Y. CFRC Corridor Safety Improvements Plans shall be added to the RFP. It shall read as:

**Y. CFRC Corridor Safety Improvements Plans**

The Design-Build Firm shall be responsible for the complete construction of the Corridor Safety Improvements located in Seminole County. The Corridor Safety Improvements include roadway improvements, traffic signal installation (Mast Arms), sidewalks, signing and pavement markings, and a pedestrian walkway. The Corridor Safety Improvement shall be constructed in accordance with the Corridor Safety Improvements plans and specifications included as attachments to this RFP.

52.) Section VI, Z. Materials to be Provided by Department on Pages 84-85:

The table listing Special Trackwork has been deleted from the RFP and replaced with the following sentence:

- Special Trackwork – Turnouts and Crossovers shall not be provided by the Department

53.) Section VI,DD. Equipment Manuals and Training on Page 89:

The listing of maintenance and operation training for all equipment and software provided for this project has been revised. The listing has been revised as follows:

- Scope of system.
- Familiarization with all of the equipment operations.
- Familiarization with operation, troubleshooting, maintenance, and emergency restoration. Repair of equipment shall be to the lowest level of field replaceable parts. Repair at the printed circuit board level shall not be required.
- Equipment calibration.
- ~~Hands~~ Hands-on training for testing, calibration and troubleshooting procedures.
- Use of any specialize test equipment in troubleshooting and repairing equipment failures.

**The Division I Design-Build Specifications are amended to include the following:**

1.) Cover Sheet on Page 1:

The Revision Number, Date, and Financial Project Number have been added to the cover sheet

2.) Page Numbering:

The number of pages has increased to 128 to reflect changes from Revision #1:

- ~~129~~ 125

3.) Section 2 Proposal Requirements and Conditions on pages 13- 14:

Specifications 2-5.1.1 and 2-5.1.2 have been added to Section 2:

**2-5.1.1 TAFT Yard:** The Department desires to have the work expedited between Mile Post 796.63 and Mile Post 799.37 (Taft Yard). In order to accomplish this, a Track Rental Day (TRD) fee will be assessed beginning after the thirtieth (30) day from the first day work begins within these limits and will be assessed for each day or part thereof, including weather days and holidays, until all construction is complete and all tracks are available to run at maximum authorized speed within these limits. The Contractor shall coordinate and begin work at the TAFT Yard on the same date as the Signal Design Build Firm.

The following definitions will apply:

a. Track Rental Day: The day(s) after the thirtieth day of beginning the track work within the limits above for which the rental fee will be assessed to the Contractor. TRDs will be computed in full day increments. A full day will be computed for each day starting at midnight after day thirty (30) until all work is completed and accepted within the limits described above. TRDs will be charged for each calendar day without regard to whether Contract time is charged.

b. Track Rental Day (TRD) fee: The full day Track Rental Day fee is \$1,000.00 per day. The TRD fee is independent of any damages contributable to the Contractor's operations that impact rail traffic through the corridor. Those damages shall be assessed per Contract documents.

All time will be tracked by the Engineer.

**2-5.1.2 Grade Crossings:** The Department desires to expedite the grade crossings within the corridor. In order to accomplish this, an Hourly Lane Rental Fee will be assessed for each hour a lane is closed in any direction for grade crossing construction beyond thirty-six (36) cumulative hours for all crossings except Clyde/Penfield for which the Hourly Lane Rental Fee will be assessed beyond forty-eight (48) cumulative hours. The Contractor shall coordinate the Grade Crossing work and start at the same date and time as the Signal Civil Design Build Firm

The following definitions will apply:

a. Hourly Lane Rental (HLR): The hours after the thirty-sixth or forty-eighth as stated above during which the Contractor closes one or more lanes in any direction. The Engineer will not consider time periods less than 15 minutes in computing HLRs. The number of lanes considered closed will be based on the number of lanes available prior to

construction versus the number of lanes maintained through the project during any particular day. A lane is considered a mainline through lane, turn lane, or auxiliary lane.

HLRs will be computed in fifteen minute increments. For purposes of computing HLRs, the period will begin when the Contractor begins the first closure. Computation of HLRs will continue for the time lanes are closed to complete all crossing work.

b. Hourly Lane Rental Fee: The full Hourly Lane Rental Fee is \$3,000 per hour for major grade crossings and \$1000 per hour for minor grade crossings. The 15 minute rate of the Hourly Lane Rental Fee is 25% of the full Hourly Lane Rental Fee. The lane rental items will only be shown on the lead project on Contracts with multiple projects, but will cover work for all projects within the Contract.

For the purposes of this Specification, the major grade crossings are Landstreet, Taft Vineland, Donegan, Vine, Oak, Neptune, Clyde/Penfield/Lakeshore (considered one crossing), Pleasant Hill, and Poinciana. All other crossings are minor.

All time will be tracked by the Engineer.

#### 4.) Section 4 Scope of the Work on page 20:

Specification 4-1 Intent of Contract; the 1<sup>st</sup> paragraph of this specification has been revised to match project limits shown in RFP. The 1<sup>st</sup> paragraph shall read as follows:

##### **4-1 Intent of Contract.**

The intent of the Contract is to provide for the engineering services, furnishing of materials, construction, and completion in every detail of the work for the next phase (Phase 2 South) of the Central Florida Commuter Rail Transit (CFCRT) system. CFCRT Phase 2 South project includes the design, engineering, construction, testing and commissioning as required for approximately 18 miles of expanded commuter rail service between the Sand Lake Road station (MP 796.48) and the Poinciana station (MP 813.82) on the existing Central Florida Rail Corridor (CFRC) right-of-way. Expanding the commuter rail service from Sand Lake Road station and the Poinciana station will require design, engineering, construction, and testing within the current operating segment of commuter rail service between the Operations Control Center (OCC) located in Sanford, Florida (MP 763.90) and the Sand Lake Road station (MP 796.48). The Design-Build Firm shall furnish all engineering and all of its associated direct and indirect costs, construction labor, materials, equipment, supervision, tools, transportation, and supplies required to complete the work in accordance with the requirements of the Contract Documents. The terms and conditions of this Contract are fixed price and fixed time. The Contractor's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Contract.

#### 5.) Section 6 Control of Materials on pages 55-56:

Specification 6-5 Products and Source of Supply has been revised to delete subarticles 6-5.1 Source of Supply – Convict Labor (Federal-Aid Contracts Only) and 6-5.2 Source of Supply-Steel from the Division I Design-Build Specifications. Specification 6-5 shall read as follows:

##### **6-5 Products and Source of Supply.**

~~**6-5.1 Source of Supply – Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal aid highway**~~

~~construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.~~

~~Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:~~

- ~~a. Materials produced by convicts on parole, supervised release, or probation from a prison or;~~
- ~~b. Materials produced in a qualified prison facility.~~

~~The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.~~

~~**6-5.2 Source of Supply-Steel:** Use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the manufacturer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. Prior to the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.~~

**6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials:** Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

6.) Section 7 Legal Responsibility to the Public on page 63:

Specification 7-3 Patented Devices, Materials, and Processes has been expanded to include Subarticle 7-3.1 Art Work. This subarticle shall read as follows:

**7-3.1 Art Work:** The above includes obtaining the signatures of the involved artists on an agreement to be provided by the Department, with respect to art work on this project, transferring to the Department all ownership, title, interest, and rights in and to the art work and in and to the copyright in the art work, and waiving all rights and claims with respect to the art work under the Visual Artists Rights Act of 1990, 17 U.S.C. section 106A and 113 (d) (“VARA”) and any other or similar law.

7.) Section 7 Legal Responsibility to the Public on page 75:

Specification 7-16 Wage Rates for Federal-Aid Projects – The second paragraph has been revised to include updated applicable wage rate tables. The paragraph is revised as follows:

- The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) ~~FL-223 & FL-224~~ FL171, FL 172, FL 177 & FL180, as modified up through ten days prior to the opening of bids.

8.) Section 7 Legal Responsibility to the Public on pages 86-87:

Specification 7-29 Title VI Assurance – DOT 1050.2, Appendix A has been added to Section 7. This specification shall read as:

**7-29 Title VI Assurance – DOT 1050.2, Appendix A.**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

**7-29.1 Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**7-29.2 Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

**7-29.3 Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

**7-29.4 Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access

to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**7-29.5 Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

b. cancellation, termination or suspension of the Contract, in whole or in part.

**7-29.6 Incorporation of Provisions:** The Contractor shall include the provisions of the 7-29.1 through 7-29.6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.) Section 8 Prosecution and Progress on pages 92:

Specification 8-3.3 Beginning Work is deleted and replaced with the following:

**8-3.3 Beginning Work:** The Department will issue a Notice to Proceed for design services and a separate Notice to Proceed for construction work as stipulated in the RFP. The Notice to Proceed may designate the physical point or points on the project to start the work. Do not commence work under the Contract until the Department has issued the Notice to Proceed.

10.) Section 8 Prosecution and Progress on pages 101:

Specification 8-4.9 Contaminated Materials is expanded with the following paragraphs:

This Contract may require the removal and special disposal of mercury-containing devices.

Contact the District 5 Hazardous Waste Coordinator, at (386) 943-5395 for information relating to the identification and proper disposal of these hazardous waste materials.

Include payment for the removal and disposal of mercury-containing devices in the payment for the related Contract items.

11.) Section 8 Prosecution and Progress on page 109:

Specification 8-10.1 Highway Code Requirements Pertaining to Liquidated Damages is deleted and replaced with the following:

**8-10.1 Requirements Pertaining to Liquidated Damages:** The Contractor shall pay liquidated damages to the Department for any failure of the Contractor to complete the Work within the required Contract Time.

12.) Section 8 Prosecution and Progress on page 109:

Specification 8-10.4 Conditions under which Liquidated Damages are Imposed is deleted and replaced with the following:

**8-10.4 Conditions under which Liquidated Damages are Imposed:** If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Department may have granted then the Contractor or, in case of his default, the surety shall pay to the Department, not as a penalty, but as liquidated damages, the amount so due as provided in 8-10.2.

13.) Section 8 Prosecution and Progress on pages 118- 119:

Specifications 8-13.3, 8-13.4, 8-13.5 have been added to Section 8:

**8-13.3 Damage Recovery:**

**8-13.3.1 Roadway:** A damage recovery cost will be assessed against the Contractor if all lanes are not open to roadway traffic during the times as shown in the Request for Proposal. Costs will be assessed beginning at the appropriate time as shown in the Request for Proposal and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

**Major Grade Crossings as defined in 2-5.1.2:**

First 30 minutes and under: \$1,500

Each additional 30 minute period or portion thereof: \$1,500

Such costs will not exceed \$36,000 over a 24 hour period.

**Minor Grade Crossings as defined in 2-5.1.2:**

First 30 minutes and under: \$500

Each additional 30 minute period or portion thereof: \$500

Such costs will not exceed \$12,000 over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes 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.

8-13.3.2 Track: A damage recovery cost will be assessed against the Contractor if a train is negatively impacted due to the Contractor's work along the corridor. Costs will be assessed at the beginning of the "Delay of Train" until the impact is mitigated. This assessment will be in the following amounts:

First 30 minutes and under: \$1750

Each additional 30 minute period or portion thereof: \$1750

At the discretion of the Engineer, damage recovery cost will not be assessed for "Delay of Train" 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 Contractor will be allowed forty-eight (48) hours for each signal suspension up to six signal suspensions. The Contractor will not be assessed damage recovery if the six signal suspensions are scheduled and approved by the Engineer.

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

#### **8-13.4 Pay Adjustment for Delay of Train to Third Parties:**

The Contractor shall be solely responsible for any "Delay of Train" damages imposed in accordance with the terms of the Contract, Central Florida Operating and Management Agreement, Amtrak Operating Agreement, FCEN Operating Agreement, and other contract documents included as an Attachment to the Request for Proposal which are a direct result of construction by the Contractor. Invoices for such damages received by the Department will be forwarded to the Contractor for payment. If the Contractor fails to pay such damages, the Department may deduct said damages from payments made to the Contractor.

#### **8-13.5 Administrative Fee for Regulatory Violations.**

The Contractor will be assessed \$650 in administrative charges for handling any monetary penalty assessed against the Department or the Contractor as a result of the Contractor's Work. The contractor shall pay the regulatory penalty directly to the agency from which the penalty has been issued. The administrative charge will be deducted from payments made to the Contractor. If the Contractor fails to pay such penalties to the agency, the Department may deduct said penalties from payments made to the Contractor.

#### 14.) Section 8 Prosecution and Progress on page 119:

Specification 8-14 Fines and Penalties has been deleted from the Division I Design-Build Specifications:

#### **8-14 Fines and Penalties.**

~~Any and all fines or penalties assessed against the Department due to train delays, as described in the CENTRAL FLORIDA OPERATING AND MANAGEMENT AGREEMENT (CFOMA), between the State of Florida Department of Transportation and CSX Transportation Inc., and the NATIONAL RAILROAD PASSENGER CORPORATION and the Florida Department of Transportation, which are a direct result of construction by the Contractor are the Contractor's payment responsibility. The Department has the right to apply, as payment of such fines and penalties, any money the Department owes the Contractor.~~

**The Design Criteria – Phase 2 South is amended to include the following:**

1.) Revision Log on Page I:

The Revision Number, Date, and Revision Description have been added to the Revision Log.

The Revision Number and Date has been updated in the footer of the entire document.

2.) Section 15.7.6 CCTV Systems on Page 71:

The first sentence of the 2<sup>nd</sup> paragraph of the subject section is revised as follows:

- Each station shall have a CCTV system consisting of one (1) Pan-Tilt-Zoom (PTZ) camera and two (2) static cameras per platform (six ~~PTZ~~ cameras per station); power supplies; cables; and associated equipment.

3.) Section 29.8.6 Electric CCTV Systems on Page 115:

The last sentence of the 2<sup>nd</sup> paragraph of the subject section is revised as follows:

- The generator shall be a commercial design and shall include outdoor sound reducing housing and all necessary equipment, devices, controls and instrumentation for complete standby generation system to meet all power requirements for the VSLMF facility excluding the standby power units at the storage tracks.

**Please respond upon receipt, and direct any questions to Geoffrey Garapic at (386) 943-5531, or at [geoffrey.garapic@dot.state.fl.us](mailto:geoffrey.garapic@dot.state.fl.us)**

Posted: September 15, 2015; By: Geoffrey L. Garapic, Jr.

**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.**