



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

Addendum 2

ADVERTISEMENT NUMBER: RFP-DOT-18-19-5007-SJRB

DESCRIPTION: Central Florida Rail Corridor (CFRC) Bridge Steel Repairs for the St. John's River Bridge (SJRB)

DATE: April 10, 2019

You are hereby notified that the above referenced Request for Proposal (RFP) is modified as noted below:

1. In the Contract Plans, the following Sheets have been modified: Sheets No.'s 1, 2, 8-15
2. Refer to the Special Provisions, Section T-24530 the following has been added: The Contractor is to replace all temporary rail joints that remain on the ballast deck spans after the new span installation with CWR in accordance with Technical Special Provision Section T-24521 Rail Welding. The welded joint is to be located north of the bridge abutment, beyond the existing bridge.
3. In Exhibit A-Scope of Services:
 - a. Section 4, second sentence; delete "asbestos may also be present"
 - b. Section 4, third sentence; delete "and any encountered asbestos"
 - c. Section 6, the following has been added: The Contractor is responsible for the cost of the CFRC Operations & Maintenance (O&M) contractor RWIC services.
4. In the Special Provisions, the following has been modified: Section 7.11.4.3 Watchman or Flagging Services, Sections 7.11.4.3.1.1 and 7.11.4.3.1.4 do not apply.
5. The following have been added and are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein and named Attachment #1 which will be emailed via FTA to only the Prime Contractors who attended the Mandatory Pre-Bid Conference:
 - a. MWI 507 Use of Transition Rails and Compromise Rails
 - b. MWI 703 Rail Anchoring Policy
 - c. MWI 1103 Surfacing Policy
 - d. MWI 1109 Temporary Speed Restrictions
 - e. MWI 1125 Installation and Thermal Adjustment of CWR
 - f. MWI 2001 FRA Track Safety Standards
 - g. MWI 401-02 Rev A Timber Crosstie and Switch Tie Specifications
 - h. Std Dwg 2512 Mainline Track Spiking Patterns Side Track Spiking Patterns
 - i. Std Dwg 2514 Joint Area Spiking Pattern
 - j. Std Dwg 2607 Bridge Approach Ties
 - k. Std Dwg 2609 Inner Guard Rail

10. See the attached revised Bid Price Proposal Form No.2. **Please submit your price proposal using this revised form.**

11. The RFP Timeline dates/times have been modified as follows:

Technical and Price Proposal Due Date (on or before):	April 29, 2019 at 2:00PM
Public Opening (All Price Proposals) Technical Proposal of the Lowest Proposer will be opened (same address as stated in the original RFP):	April 29, 2019 at 3:00PM
Public Meeting of the Technical Review Committee and all Advisors to review Technical Proposal from the Lowest Proposer (same address as in original RFP):	May 7, 2019 at 3:00PM
Selection Committee Meeting (same address as in original RFP):	May 13, 2019 at 9:00AM
Posting of Intended Award:	May 13, 2019 10:00AM -2:00PM
Anticipated Execution:	June 11, 2019
Anticipated Notice to Proceed:	June 14, 2019

12. The following have been added to the *Agreement Between Department and Contractor for Construction Contract*, Section 3.03, Liquidated Damages:

B. A damage recovery cost will be assessed against the Contractor if a train is negatively impacted due to the Contractor's work within 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:	\$1,750
Each additional 30minute period or portion thereof:	\$1,750

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

C. 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.

TO ACKNOWLEDGE RECEIPT OF THIS NOTICE AND ALL CHANGES, PLEASE SIGN AND RETURN BY E-FAX TO THIS OFFICE @ (850) 412-8092 PRIOR TO April 29, 2019 at 2:00PM.

Name of Company: _____

Authorized Signature: _____ Date: _____

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S. SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

BID PRICE PROPOSAL FORM

Form No. 2

BID #: RFP-DOT-18-19-5007-SJRB

BID TITLE: CENTRAL FLORIDA RAIL CORRIDOR (CFRC) BRIDGE STEEL REPAIRS FOR THE ST. JOHN'S RIVER BRIDGE (SJRB)

ALL COMMODITIES AND SERVICES TO BE PROVIDED AS SPECIFIED IN EXHIBIT "A", SCOPE OF SERVICES

TABLE 1

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST**
1.	Mobilization (not to exceed 15%)	1	LUMP SUM*	\$
2.	Construction, Lump Sum Amount	1	LUMP SUM*	\$
3.	Track Protection / RWIC Upset Limit	1	Limiting Amount	\$
4.	Emergency Work Orders (No Bid Item)	1	Negotiated Amounts	\$ 150,000.00
GRAND TOTAL*** (Sum of Lines 1-4)				\$

*The Lump Sum pricing above in Table 1 shall include all mobilization, commodities, project management, coordination, installation, configuration, testing, verification, labor costs, travel, and any other type of additional costs involved to complete all tasks as required in Exhibit "A", Scope of Services. **The Total Cost for each Item # shown in Table 1 above will become part of the contract and be used for payment purposes as part of Exhibit "B", Method of Compensation. The Department reserves the right to correct the Grand Total dollar amount if calculated incorrectly.

MFMP Transaction Fee

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT

I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: _____ FEID#: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Name Printed/Typed: _____ Title: _____

**AGREEMENT
BETWEEN DEPARTMENT AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

Contract No.:	_____
F.E.I.D. No:	<u>436436-1-52-04</u>
Appropriation No.:	_____
Procurement No:	<u>RFP-DOT-18-19-5007-SJRB</u>
D.M.S. Catalog Class No.:	<u>72141107,72152900, 78141702, 95121601</u>

BY THIS AGREEMENT, effective as of this date _____, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called "Department") and _____, (hereinafter called "Contractor"), of _____, authorized to do business in the State of Florida, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Bridge steel repairs to the CFRC bridge over the St John’s River including girder replacement, crack repair and bolt/nut/fastener replacement and/or repair.

ARTICLE 2 – THE PROJECT

The Projects for which the Work under the Contract Documents may be the whole or only a part is generally identified by the Department as Project:
436436-1-52-04, CFRC Bridge Steel Repairs for the St. John’s River Bridge (SJRB), MP A763.1 Orlando Subdivision

ARTICLE 3 – CONTRACT TIME

3.01 Time of the Essence

A. Time is of the essence to each and every obligation under this Agreement.

3.02 Days to Achieve Completion of Work and Contract Term

A. The Work will be completed within 300 calendar days after the date when the Contract Time commences to run. It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be either (1) the 30 calendar days from the date of issuance of the initial notice to begin work, or (2) the date on which the Contractor actually begins work, whichever date is the earlier. The Service period shall commence on written Notice to Proceed.

B. The Initial Term of the Contract will begin upon execution and terminate on May 5, 2024.

3.03 *Liquidated Damages*

A. Contractor and Department recognize that time is of the essence as stated in Paragraph 3.01 above and that Department will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.02 A. above, plus any extensions thereof allowed in writing by the Department. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Department if the Work is not completed on time. Accordingly, instead of requiring any such proof, Department and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Department \$1665.00 for each calendar day that expires after the time specified in Paragraph 3.02 A. for the Completion of the Work above, plus any extensions allowed in writing by the Department. The amounts for Liquidated damages shown in Section 8-7.3 of the FDOT Standard Specifications for Road and Bridge Construction are hereby replaced with the amount shown above.

B. A damage recovery cost will be assessed against the Contractor if a train is negatively impacted due to the Contractor’s work within 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:	\$1,750
Each additional 30minute period or portion thereof:	\$1,750

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

C. 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.

ARTICLE 4 – CONTRACT PRICE

4.01 Department shall pay Contractor the Contract Price of \$ _____, for completion of the Work in accordance with the Contract Documents as a lump sum price, payable in accordance with the Exhibit “B”, Method of Compensation.

ARTICLE 5 – CONTRACT DOCUMENTS

5.01 *Contents*

A. The Contract Documents which comprise the entire agreement between Department and Contractor concerning the Work and which are incorporated herein by this reference consist of the following:

1. This Agreement
 2. Exhibit A, Scope of Services, to include the contract plans and specifications for FIN 436436-1-52-04
 3. Exhibit B, Method of Compensation
 4. Exhibit C, Insurance Requirements
 5. The PUR 1000 terms and conditions, which are deemed to be part of Exhibit "A", Scope of Services
 6. Bid Bond and Performance Bond (Form No. 8 and 9)
 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. All written Amendments, Supplemental Agreements, and other documents modifying or supplementing the Contract Documents.
- B. There are no Contract Documents other than those listed above in this Article 5. The Contract Documents may only be amended, modified, or supplemented as deemed necessary by the Department in accordance with the Specifications, as applicable.

ARTICLE 6 – MISCELLANEOUS

- 6.01 Department and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 6.02 Assignment of the Contract Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Departments acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Department notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting. Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work. If the Contractor sublets a part of a Contract item, the

Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work. Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, submit to the Department a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract. The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Department may require the Contractor to remove the subcontractor as in the case of an employee.

- 6.03 The Contractor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Project Manager and securing the Department's prior written consent.
- 6.04 The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- 6.05 If the Contractor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- A. If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - B. Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - C. Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- 6.06 The Contractor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Contractor further covenants and agrees that when a former state

employee is employed by the Contractor, the Contractor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- 6.07 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or rely on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 6.08 An entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- 6.09 The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- 6.10 Pursuant to Section 216.347, Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 6.11 This Agreement will not be renewed.
- 6.12 The Contractor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Contractor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. Contractor agrees to include this provision in all its subcontracts under this Agreement.
- 6.13 This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal

or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Contractor.

- 6.14 It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 6.15 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 6.16 In any legal action related to this Agreement, instituted by either party, the Contractor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Contractor, the Contractor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Contractor

By: _____
(Authorized Signature)

(Print/Type)

Title: _____

By: _____
(Authorized Signature)

Nicola A. Liquori, CPA
(Print/Type)

Title: SunRail Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL APPROVAL:

Procurement Services Office

Legal

EXHIBIT A – SCOPE OF SERVICES
RFP-DOT-18-19-5007-SJRB
Central Florida Rail Corridor (CFRC) Bridge Steel Repairs
for the St. John’s River Bridge (SJRB)

The Contractor shall provide the work detailed in this Exhibit “A”, Scope of Services. The services shall include all work shown in the Contract Documents, included as an attachment to this Scope of Services. The work includes girder replacement, crack repair and bolt/nut/fastener replacement and/or repair. The work shall require coordination with the CFRC Operations and Maintenance (O&M) Contractor to perform the work, including, but not limited to, tie removal and replacement, ballast, rail replacement, track appurtenances, available work curfews and Roadway Worker Protection, if necessary depending on the means and methods. The Contractor shall be responsible for existing open deck and replacement with ballast deck track construction using new rail on the bridge and track appurtenances within the project limits.

1. It is the Contractor’s responsibility to perform all work in a manner that prevents damage to any underground utilities or underground facilities that exist within the limits of the CFRC. The Contractor shall take all necessary precautions to prevent any damage to any utilities or underground facilities within the work area.
2. It is the Contractor’s responsibility to maintain rail and waterway traffic throughout the duration of the project. The Contractor shall be responsible for preparing and submitting to the Department for review, comment and approval, Temporary Traffic Control plans to maintain rail traffic on St. Johns River Bridge and waterway traffic on the St. Johns River in accordance with the requirements in the plans.
3. It is the Contractor’s responsibility to establish work curfews that do not interfere with the train traffic on the CFRC. All span replacements and girder and bracing repairs shall be completed from either a barge or other working platform with appropriate crane and rigging abilities that is not attached to the bridge. The only work that is permitted from the bridge is the replacement/repair of bolt/nut/fastener replacement and/or repair. No other work can be performed on or from the bridge. It is the Contractor’s responsibility to obtain the current train schedules from the CFRC and not perform work on the bridge when train traffic is passing.
4. The Contractor is advised that hazardous materials are present on this project. The existing coating system contains lead pigment paint within the existing superstructure. The Contractor shall handle items with lead pigment paint in accordance with the specifications included as part of the Contract Documents.
5. The Contractor shall complete all work without impacting rail operations for SunRail, CSXT, and Amtrak Operations. Railroad work curfews are acceptable for span replacement work only. Any requests for work curfews of railway traffic shall require a 75 day notice for review prior to the desired start of any requested Form B. Form B requests shall require a plan submittal including but not limited to drawings, work plans, task lists and detailed schedules. Form B time and track curfews shall depend on scheduled rail operations.
6. The Contractor shall comply with all requirements for working within the CFRC (railroad right-of-way). All workers who enter the CFRC (Contractor’s employees, subcontractor’s employees) must comply with the following requirements:
 - a. Every worker must possess a current CFRC Roadway Worker Protection (RWP) certification. The Contractor shall obtain Roadway Worker Protection Services training from Bombardier Transportation North America under the Departments Operations and Maintenance contract. Training shall be provided at a rate of \$100.00 per person. To schedule RWP training, contact:

Bombardier Mass Transit Corporation (BMTc) Telephone (407) 732-6722

b. All workers shall have the Contractor's background investigation completed and have met the Contractor's minimum security clearance requirements. The Department has the option to request documentation from the Contractor of the background investigations completed for all employees working in the CFRC right-of-way.

c. The Contractor is responsible for the cost of the CFRC Operations & Maintenance (O&M) contractor RWIC services.

d. On-Track Protection Services

The Contractor shall be responsible for scheduling the requisite on-track Protection Services at all times when workers are located within the CFRC Right-of-Way. In no event shall the Contractor be within the CFRC right-of-way without on-track protection. The Contractor shall not be authorized to enter the CFRC (railroad right of way) until on-track protection has been established, the Roadway Worker in Charge (RWIC) is on site and the RWIC has authorized workers to enter the CFRC, under the supervision of the RWIC.

The Contractor is required to schedule on-track protection services a minimum of two weeks in advance of the planned work. On-Track Protection Services shall be provided by BMTC in accordance with the Departments Operations and Maintenance contract at a daily rate of \$970.00 for up to 10 hours per day, and an overtime rate of \$97.00 per hour for each additional hour over the ten hour daily unit rate. The Contractor shall pay BMTC directly for all On-Track Protection Services.

BMTC

Telephone: (407) 732-6708

e. Department CEI on-site

The Contractor shall not be within the CFRC right-of-way without the Department's Construction Engineering and Inspection (CEI) consultant staff at the work site. The Contractor is required to schedule the CEI services a minimum of two weeks in advance of the planned work. The Contractor shall coordinate with the Department for these services. CEI services are to be provided under a separate contract with the Department at the Department's expense.

f. Prior to Notice to Proceed, the Department shall hold a Pre-construction meeting with the Contractor to review the work, schedule, contract, invoicing requirements, and coordination procedures between the Contractor, CFRC, and the Department and its CEI consultant.

7. Extra Work (Extra Work) may include, but is not limited to, the provision of labor, materials, equipment, and other services to provide improvements, modifications or additions to the Service Property in addition to normal maintenance as described in this Scope of Services. Extra Work may be known and planned for in advance as part of the Department's long and short-term improvement plan or may arise from an urgent need that cannot be delayed.

Extra Work will be requested by the Department in the form of a Supplemental Agreement. The terms and conditions of the Original Agreement apply to each Supplemental Agreement which will also contain specific requirements pursuant to requested Extra Work.

Any work performed by the Contractor prior to receipt of a Supplemental Agreement issued by the Department shall be considered as unauthorized work, and the Contractor shall not be entitled to compensation for said services. In an urgent situation, the Department may issue an Emergency Work Order to the Contractor

authorizing them to perform specific services. In those cases for any outstanding work necessary, the Department may, as soon as practicable, issue a Supplemental Agreement for the ordered work.

The Department reserves all rights to perform any and all of the work with its own forces or with other Firms and/or individuals retained by the Department. The Contractor shall fully cooperate with such other forces to the end that any delay or hindrance to their work will be avoided. The suspension of work or termination of a Supplemental Agreement shall be governed by the Original Agreement.

8. Warranty

Any item or material furnished and/or installed under this contract found to be defective within two years after final acceptance, shall be repaired, remedied or replaced by the Contractor free of all charges to the Department, including transportation, removal of defective material, and installation of new material.

EXHIBIT "B"
METHOD OF COMPENSATION
Central Florida Rail Corridor (CFRC) Bridge Steel Repairs
for the St. John's River Bridge (SJR)
RFP-DOT-18-19-5007-SJR

1.0 PURPOSE

This Exhibit defines the limits and method of compensation to be made to the Contractor for services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION

For the satisfactory performance of the services detailed in Exhibit "A" Scope of Services the Contractor shall be paid as listed below in Table 1:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST
1.	Mobilization (not to exceed 15%)	1	LUMP SUM	\$
2.	Construction, Lump Sum Amount	1	LUMP SUM	\$
3.	Track Protection / RWIC Upset Limit	1	LIMITING AMOUNT	\$
4.	Emergency Work Orders (No Bid Item)	1	Negotiated Amounts	\$ 150,000.00
5.	Total			\$

3.0 Lump Sum Amounts

Vendor will be paid the lump sum amount in full for proper completion of all the work identified to be included in the lump sum amount, regardless of the time, effort, or expense of the Vendor in performing that work. The Vendor may be paid a portion of the lump sum amount as a progress payment based on the percentage of the total lump sum work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period. Payment of the lump sum amount will constitute full compensation for the work and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter.

4.0 Limiting Amounts, Track Protection

Vendor will be paid up to, but not exceeding, the limiting amount for proper completion of all the work identified to be included in the limiting amount. The actual amount paid to the Vendor will be based on the time spent by the classification of employee authorized to perform the work at the rates identified in Exhibit A, Scope of Services; provided, however, that at such time as the limiting amount has been paid in full, Vendor

will be required to complete the work included in the limiting amount for no further compensation. In no event will Vendor be paid more than the hours actually worked multiplied by the applicable hourly or daily rate. The rates are all inclusive and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter.

5.0 EXTRA WORK ISSUED UNDER SUPPLEMENTAL AGREEMENTS

At the Department's option additional services or commodities necessary for the successful completion of the contract may be added through one or more Supplemental Agreements contingent upon legislative appropriation, budget and funding approval. The Department, based on need and availability of budget, may increase the Contract amount by supplemental agreement. The amount for each Supplemental Agreement will be negotiated between the Vendor and Department. Once an amount is agreed to by both the Department and Vendor funding will be authorized and a Supplemental Agreement will be issued for the required services. Additions and changes to the funding, services or commodities required by Exhibit "A" Scope of Services will be made by Supplemental Agreement.

Extra Work (Extra Work) may include, but is not limited to, the provision of labor, materials, equipment, and other services to provide improvements, modifications or additions to the Service Property in addition to normal maintenance as described in this Scope of Services. Extra Work may be known and planned for in advance as part of the Department's long and short-term improvement plan or may arise from an urgent need that cannot be delayed.

Extra Work will be requested by the Department in the form of a Supplemental Agreement at a negotiated dollar amount. The terms and conditions of the Original Agreement apply to each Supplemental Agreement which will also contain specific requirements pursuant to requested Extra Work.

Any work performed by the Contractor prior to receipt of a Supplemental Agreement issued by the Department shall be considered as unauthorized work, and the Contractor shall not be entitled to compensation for said services. In an urgent situation, the

At the Department's sole discretion the Department may authorize Emergency Services by Emergency Work Order as described in the contract. In the event that Emergency Services are required the Vendor and the Department shall negotiate an acceptable estimated price for the work prior to issuing the Emergency Work Order. Funding in the amount of \$150,000.00 for Emergency Work Orders has been authorized and is available at this time. Nothing under this section shall preclude the Department from securing the services of another vendor to provide any Emergency Work. In those cases that emergency work is authorized, the Department may, as soon as practicable, issue a Supplemental Agreement for the ordered work.

The Department reserves all rights to perform any and all of the work with its own forces or with other Firms and/or individuals retained by the Department. The Contractor shall fully cooperate with such other forces to the end that any delay or hindrance to their work will be avoided. The suspension of work or termination of a Supplemental Agreement shall be governed by the Original Agreement.

6.0 INVOICING AND PROGRESS PAYMENTS

The Contractor shall submit separate monthly invoices in a format acceptable to the Department. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Contractor will maintain for this purpose a job cost accounting system that is acceptable to the Department.

Payment shall be made to the Contractor for a portion of the amounts equal to the percentage of work completed during the billing period as approved by the Department. Payment will be made for Track Protection at the rates shown in Exhibit A, Scope of Services.

Invoices shall be submitted to: Florida Department of Transportation
Project Manager
801 SunRail Drive
Sanford, Florida 32773

The Department has set a DBE Participation Goal of 11.31% for this project. The Contractor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Contractor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 LIQUIDATED DAMAGES

Reduction for Liquidated Damages, Train Delays and Administrative charges for Work Performed by Other contractors

The Contractor will be assessed Liquidated Damages in the amounts shown and under the circumstances defined in the contract. Liquidated Damages will be assessed and deducted from the monthly Lump Sum invoice.

Monthly at the time of invoice, the Project Manager shall verify that no liquidated damages, train delay, administrative charges, or amounts due for work performed by

other contractors are due prior to approving any invoice. In the event that any of these items are due, the invoice shall be reduced by the amount due for the corresponding event. The Department reserves the right to reduce any payment by any amount due under the Liquidated Damages provisions within this contract.

Liquidated Damages amounts are as follows

1. Liquidated Damages due to missed completion date \$1,650.00 per day.
2. Train Delays
 - a. First 30 Minutes and Under, \$1,750.00
 - b. Each additional 30 minutes or portion thereof, \$1,750.00.
3. Administrative fees for regulatory penalties per instance \$650.00

8.0 PROJECT CLOSEOUT

If requested, the Contractor will permit the Department to perform, or have performed, an audit of the records of the Contractor and any or all sub-Contractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under this agreement are subsequently properly disallowed by the Department because of accounting errors or changes not in conformity with this Agreement, the Contractor agrees that such disallowed amounts are due to the Department on demand. Further, the Department will have the right to deduct from any payment due the Contractor under any other contract any amount due the Department.

9.0 TANGIBLE PERSONAL PROPERTY

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.