

**PIGGYBACK AGREEMENT  
PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 4.3**

**Piggyback Contract Information**

Contract Name/Description: Routine Bridge Maintenance Repairs  
Lead Contracting Agency: Florida Department of Transportation (FDOT)  
Contract No.: E2S40-R0  
Vendor/Awardee: Proshot Concrete, Inc.  
Award/Contract Date: Awarded 01/09/15; Date of Execution 02/02/15  
Term: **365 Calendar Days with annual renewal option**

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "County" and the Vendor, referenced above.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency entered into an agreement, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

WHEREAS, the Nassau County Purchasing Policy, Ordinance 2009-09, allows piggybacking for the same commodity or service; and

WHEREAS, the parties desire to contract with Vendor under the terms of the Piggyback Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
2. Notwithstanding any other provision of the piggyback contract to the contrary:
  - a. The term of this agreement shall begin upon the date fully executed and ending February 1, 2016 and shall be renewed annually upon written agreement by both parties.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

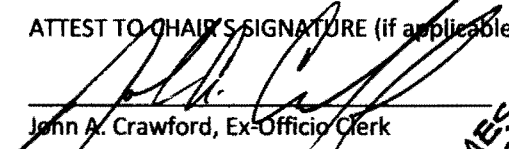


By: Pat Edwards  
Its: Chair (or designee)

4-27-15

Date

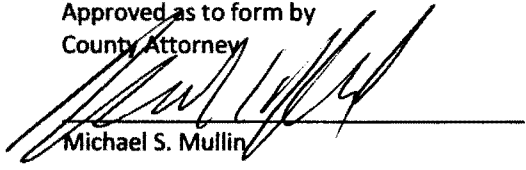
ATTEST TO CHAIR'S SIGNATURE (if applicable)



John A. Crawford, Ex-Officio Clerk

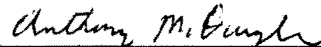
MES  
04-28-15

Approved as to form by  
County Attorney



Michael S. Mullin

PROSHOT CONCRETE, INC.



By: Anthony McDougale  
Its: President

Address: 4158 Musgrove Drive  
Florence, AL 35630

Phone: 256-764-5941



**Florida Department of Transportation**

**RICK SCOTT**  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025-5874

**JIM BOXOLD**  
SECRETARY

February 2, 2015

Proshot Concrete, Inc.  
4158 Musgrove Drive  
Florence, AL 35630

Contract No. E2S40-R0  
Financial Project No.(s) 41022127246, 4102217227  
County(ies): District-wide  
Letting Date: December 10, 2014  
Award Date: January 9, 2015  
Contract Amount: \$653,135.00 – Maximum Limiting Amount  
Project Name: Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two.  
Execution Date: February 2, 2015  
Surety Company: Fidelity and Deposit Company of Maryland  
Schaumburg, IL

Gentlemen:

The subject contract was executed on February 2, 2015, and a copy is attached. Please print and retain a copy for your files and forward a copy to your bonding company.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Blocker", written over a horizontal line.

Scott H. Blocker  
Procurement Services Administrator

Enclosures

cc: Maintenance Contractor (E-mail Execute Documents, Spec. Pkg.)  
Jennifer Curls, Maintenance (E-mail Execute Documents, Spec. Pkg.)  
Lisa Butler, Maintenance (E-mail Execute Documents, Spec. Pkg.)  
Sandy Brink, Maintenance (E-mail Execute Documents, Spec. Pkg.)  
Joseph Griffith, Project Manager (E-mail Execute Documents, Spec. Pkg.)  
Barbara Brannon, Maintenance (E-mail Execute Documents, Spec. Pkg.)  
Florida Trans. Builders Assoc. (E-mail Execute Documents, Spec. Pkg.)  
[dsackwitz@ftba.com](mailto:dsackwitz@ftba.com); [acarlisle@ftba.com](mailto:acarlisle@ftba.com)  
Linda Green, Fin. Services 1 copy of execution documents with specifications

**CONTRACT**  
**District**

This Contract, is entered into between the State of Florida Department of Transportation, hereinafter called the Department, and Proshot Concrete, Inc.

of 4158 Musgrove Drive, Florence, AL 35630, herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Proposal, Standard Specifications as Amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department of Transportation, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to construct or otherwise improve the road(s), bridge(s), and building(s) described as:

Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two.

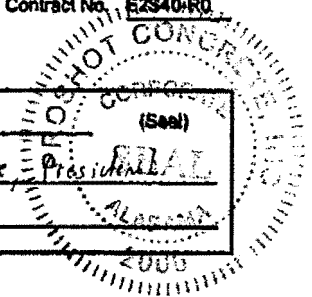
In District-wide \_\_\_\_\_ County(ies), a distance of approximately \_\_\_\_\_

and known as Federal Aid Project No(s): N/A

Financial Project No(s): 41022127246, 4102217227 Contract No. E2S40-R0

Complete the following as appropriate

Entity Name: <u>Proshot Concrete, Inc.</u>	
Authorized Signature: <u>[Signature]</u>	Name & Title (Print): <u>Anthony McDougle, President</u>
*Signature: _____	Name & Title (Print): _____



\*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

[Signature]  
District 2 Procurement Services Administrator

[Signature] 2-2-15  
Attorney FDOT Date  
District 2 General Counsel

In consideration of the foregoing premises, the Department agrees to pay the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid. The terms of this contract shall be binding upon full execution and date referenced below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature] Date: 2/2/2015  
Director of Transportation Operations

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT BOND**375-020-27  
CONTRACTS ADMINISTRATION  
OGC - 08/12  
Page 1 of 2**KNOW ALL MEN BY THESE PRESENTS:** That we, Proshot Concrete, Inc.

(Entity Name) having its principal place of business at 4158 Musgrove Drive, Florence, AL 35630  
258-764-5941 (Bidding Office Street Address, City, State, Zip and Phone #)  
 (hereinafter called Principal or Contractor) and Fidelity and Deposit Company of Maryland  
 hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida,  
 having its principal place of business at 1400 American Lane Tower I, 19th Fl Schaumburg, IL 60196  
 (City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of  
Six Hundred Fifty Three Thousand One Hundred Thirty Five Dollars and No Cents. Maximum Limiting Amount  
DOLLARS (\$653,135.00), lawful money of the United States of America, to be paid to the Florida Department  
 of Transportation, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators,  
 successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has  
 subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for  
 constructing or otherwise improving a road(s), bridge(s), and building(s)  
Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge  
maintenance repairs to various structures in the 18 Counties comprising District Two.  
in District-wide County(ies),  
 particularly known as Federal Aid Project No(s): N/A  
 Financial Project No(s) 41022127246, 4102217227 Contract No. E2S40-R0

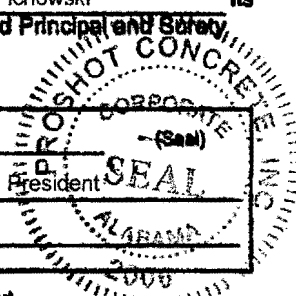
(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contractor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

WITNESS the signature of the principal (Contractor) and the signature of the Surety by Mark D. Pichowski its Agent (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 9th day of January, 2015.

Complete the following as appropriate

Entity Name: <u>Proshot Concrete, Inc</u>	
Authorized Signature: <u><i>Anthony McDougale</i></u>	Name & Title (Print): <u>Anthony McDougale, President</u>
*Signature: _____	Name & Title (Print): _____



\*In the event of a Partnership both signature and printed name of 2 partners must be affixed

Organized and existing under the laws of the State of <u>Maryland</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: _____ Florida Licensed Insurance Agent	Fidelity and Deposit Company of Maryland Surety Company Name (Print) _____ (Seal)
Print information below (Florida Licensed Insurance Agent, whether in Attorney-in-Fact or Countersignature role):	By: <u><i>Mark D. Pichowski</i></u> Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: <u>Mark D. Pichowski, Attorney-in-Fact</u>	<input checked="" type="checkbox"/> Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)
Business Address: <u>P.O. Box 6090 Clearwater, FL 33758</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: <u>727-373-2710</u>	

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to: Florida Department of Transportation, District 2, Construction Engineer or Maintenance Engineer, 1109 S. Marion Avenue, Lake City, Florida 32025-5874, Phone # (386) 758-3700

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT AFFIDAVIT**

375-020-30  
CONTRACTS ADMINISTRATION  
DGC - 1007

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Mark D. Pichowski  
(Attorney-in-Fact)  
who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws  
of the State of Florida, to represent Fidelity and Deposit Company of Maryland  
(if applicable, otherwise N/A) (Surety Co.)  
of Schaumburg, IL a company authorized to make surety bonds under the laws of the  
(City and State)  
State of Florida.

Mark D. Pichowski further certifies that as Attorney-in-Fact  
(Attorney-in-Fact for Surety Co.)  
for the said Fidelity and Deposit Company of Maryland has signed the attached bond in the sum of  
(Surety Co.)  
\$ 653,135.00 on behalf of Proshot Concrete, Inc.  
(Contractor)  
covering Financial Project No.(s) 41022127246, 4102217227 :

Furnish the necessary labor, materials, maintenance of traffic, and equipment to property and thoroughly perform routine bridge maint. :  
Contract No.(s) E2S40-R0 ; in District-wide County(ies), Florida.

Said Mark D. Pichowski further certifies that the premium on the  
said bond is \$8,532.00, which will be paid in full direct to him/her as  
Attorney-in-Fact, and included in his/her regular accounts to the said Fidelity and Deposit Company of Maryland  
(Surety)  
and that he/she will receive a regular commission of 30% per cent as  
Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:  
N/A per cent to N/A  
(if applicable, otherwise N/A) (N/A, if not applicable)  
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

**ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT**

[Signature]  
Agent or Attorney-in-Fact

Sworn to and subscribed before me this 9th day of January, 2015 by  
Mark D. Pichowski He/She is personally known to me or has produced  
(name of affiant)  
as identification.  
(type of identification)

[Signature] Emily Golecki April 15, 2017  
(Notary Signature) (Notary's printed name) My commission expires  
Notary Public State of Florida

COUNTERSIGNED (if applicable):

N/A  
Florida Licensed Insurance Agent



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Raymond BOUCHARD, Mark D. PICHOWSKI, Todd GEORGE and Nancy L. SHEINBERG**, all of **Clearwater, Florida**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes  
*Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

James M. Carroll  
*James M. Carroll*  
Vice President  
James M. Carroll

State of Maryland  
City of Baltimore

On this 20th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn  
*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9 day of January, 2015.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	<b>CONTACT NAME:</b> clicerts@bouchardinsurance.com	
	<b>PHONE (A/C, No, Ext):</b> 727 447-6481	<b>FAX (A/C, No):</b> 727 449-1267
<b>E-MAIL ADDRESS:</b> clicerts@bouchardinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Amerisure Mutual Insurance Co		23396
<b>INSURER B:</b> Amerisure Insurance Company		19488
<b>INSURER C:</b> Navigators Insurance Company		42307
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP20477630702	08/16/2014	08/16/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		CA20477620701	08/16/2014	08/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CU20477640602	08/16/2014	08/16/2015	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2071475	08/16/2014	08/16/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution			NY13ECP0A5J2QNC	08/16/2013	08/16/2015	\$2,000,000/\$2,000,000
A	Installation Floater			CPP20477630602	08/16/2014	08/16/2015	\$100,000 any jobsite \$50,000 Temp Storage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  DEPARTMENT OF TRANSPORTATION MAIL STATION 2015 1109 SOUTH MARION AVENUE LAKE CITY, FL 32025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

**NOTICE:**

Bouchard Insurance is required to comply with the licensing agreement we hold with ACORD. ACORD, in conjunction with the Department of Insurance, creates and enforces the rules and regulations pertaining to proper use of the Certificate of Liability Insurance form.

We are required to mark an Y next to the line of business in which the Additional Insured or Waiver of Subrogation coverage applies. According to ACORD, the Description of Operations section must be limited to describing information necessary to identify the operations, locations and vehicles for which the certificate was issued. Please note the Description of Operations section of the Certificate cannot be used to add additional information except as just described. Marking an Y next to the line of business adequately documents coverage. Equally important, it satisfies the rules and regulations governing the proper use of the Certificate of Liability Insurance form.

**CONTRACT #:E2S40-R0 - CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY SUBJECT TO THE TERMS, CONDITIONS AND LIMITS AS SPECIFIED IN THE POLICY.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
DEPARTMENT OF TRANSPORTATION  1109 SOUTH MARION AVE MAIL STATION 2015 LAKE CITY, FL 32025-5874	IT IS HEREBY UNDERSTOOD AND AGREED THE CG 70 48 DOES NOT APPLY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**BID BLANK  
STATE JOB**

Let by: District 2 - Lake City

Proshot Concrete, Inc.

(Void if used by any bidder other than one this Form issued to)

**FINANCIAL PROJECT NO(S):** 41022127246, 4102217227

**ROAD(S) NO(S):** \_\_\_\_\_

This project is let under the authority of Chapter 337.11, F.S.

**CONTRACT NO.:** E2S40-R0

**CONTRACT CALENDAR DAYS:** 365 w/ renewal option

**DATE BIDS DUE:** 12/10/2014 @ 11:00 A.M.

**TOTAL AMOUNT:**

**DATE OF AWARD:** 01/09/2015

**\$** 653,135.00 - Maximum Limiting Amount

**DATE OF CONTRACT**

**EXECUTION:** 02/02/2015

9.91 % DBE Availability



**PROPOSAL**

To Accompany  
THE STANDARD SPECIFICATIONS AS AMENDED BY THE SPECIFICATIONS PACKAGE AND  
ANY SUPPLEMENTAL SPECIFICATIONS PACKAGES, AND THE PLANS.

**FOR ABOVE PROJECT(S)**

Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two.

Actual commitment and final execution of the contract is contingent upon and approved legislative budget and funds availability.

in District-wide County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

**BID SOLICITATION NOTICE - District 2  
FLORIDA DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION AND MAINTENANCE PROGRAMS**

Lake City, Florida  
November 10, 2014  
Advertisement No. 1

Bids for construction projects listed in this Bid Solicitation Notice with a budget of \$5 million or more must be submitted using Bid Express only. No other means of submission of bids will be accepted. Please visit the Contracts Administration Website at: <http://www.dot.state.fl.us/cc-admin> for more information on Bid Express. Submitting bids through Bid Express requires a Digital ID. To obtain a Digital ID please contact Bid Express at <http://www.bidx.com>. Allow up to 6 days to complete the Digital ID registration.

Unless otherwise instructed, bids for construction projects with a budget of less than \$5 million and all maintenance projects listed in this Bid Solicitation Notice can be submitted using Bid Express or can be submitted at any of the following Florida Department of Transportation location(s) until 11:00 A.M. Local Time on **Wednesday, December 10, 2014**. All bids must be completed using Expedite Bid software available on the Contracts Administration website at <http://www.dot.state.fl.us/cc-admin/Expedite/hexpedite.shtm>.

<b>Location</b>	<b>Address</b>	<b>Room Number</b>
District 2	1109 S. Marion Avenue Lake City, Florida 32025-5874	Mail Room, North end of District 2 Complex

The sealed bids received in the above referenced location(s) will be publicly opened and the Bid totals for each bid submitted will be read aloud at 11:00 A.M. **December 10, 2014** in the District 2 Lake City District Office Complex, Lake City, Florida. Agenda: a) Opening Remarks; b) 15 minutes of public input; c) Reading of bids; d) Closing. Anyone needing special accommodations under the Americans with Disabilities Act of 1990 should send an e-mail to: [contracts.admin@dot.state.fl.us](mailto:contracts.admin@dot.state.fl.us) or call telephone number (386) 961-7510. Special accommodation requests under the Americans with Disabilities Act should be made at least seven days prior to the public meeting. Bidders may obtain preliminary bid results at: <http://www3.dot.state.fl.us/TrnsportLASBidLetting/>, select district then click on appropriate date.

**DEADLINE for PROPOSALS and PROPOSAL HOLDERS LIST**

The deadline for obtaining bid packages shall be 24 hours prior to scheduled letting date and time. A list of plan holders may be obtained by visiting the District Contracts Administration website at: <http://www.dot.state.fl.us/contractsadministrationdistrict2/>, click "Letting and Project Information" and select letting date from the Lettings Menu. Please note that the list of proposal, plan and specifications holders is removed from the web site two working days prior to the deadline for obtaining bid packages for compliance with Florida Statutes 337.168(2).

**-----NOTE-----**

**Proposals will not be issued after 11:00 A.M. Local Time on Tuesday, December 09, 2014.**

**Document Ordering Information**

Orders for documents are placed using the Contract Proposal Processing Online Ordering System at <https://www3.dot.state.fl.us/ContractProposalProcessingOnlineOrdering/>. There is no charge for ordering/downloading documents. Online Ordering is available Monday through Friday from 6 AM. to 9 PM. and Saturday from 6 AM. to 7 PM.

**To Place An Order**

- A current State of Florida Vendor Number is required prior to first-time registration; please visit [http://dms.myflorida.com/egovernment\\_tools/myflorida\\_marketplace](http://dms.myflorida.com/egovernment_tools/myflorida_marketplace) for more information. Please allow 24 to 48 hours for receipt of a new vendor number.
- Prior to placing orders, an individual shall register and establish an Internet Subscriber Account with the Department of Transportation at <https://www3.dot.state.fl.us/ContractProposalProcessingOnlineOrdering/>. Please allow 48 to 72 hours (excluding weekends and holidays) for the registration and approval.

## **PREQUALIFICATION**

Contractors must have a current certificate of qualification in accordance with Florida Statute 337.14(1) and Rule Chapter 14-22, Florida Administrative Code, on the date of the letting to bid on construction projects over \$250,000.00 as established by the Department's budget. Maintenance contracts do not require a contractor to have a certificate of qualification, unless stipulated in the project description and specifications. If deemed necessary by the Department, certain maintenance contracts will contain specific requirements for maintenance contractor eligibility.

## **PREQUALIFIED CONTRACTORS CURRENT CAPACITY**

In order for the Department to have the information required to determine a prequalified bidder's Current Capacity, it is necessary that the prequalified contractor certify the total dollar amount of all work the contractor has underway. This certification shall be accomplished electronically by submitting the Certification of Work Underway (Online Web Application) [http://www.dot.state.fl.us/cc-admin/PreQual\\_Info/prequalified.shtm](http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm) to the Department concurrently with the bid submittal for the first letting in the calendar month that the contractor submits a bid.

## **SCRUTINIZED COMPANIES**

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of \$1 million or more.

## **BID REJECTION**

Bidders are hereby notified that all bids on any of the following projects are likely to be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than ten percent (10%). In the event any of the bids are rejected for this reason, the project may be deferred for re-advertising. In addition, award of all federally funded projects will be subject to Federal Highway Administration concurrence.

## **PROTEST RIGHTS**

Pursuant to Section 337.11, Florida Statutes, any person adversely affected by a **bid solicitation** shall file both a notice of protest and bond within 72 hours of the receipt of the bid documents, and shall file a formal written protest within ten days after filing the notice of protest. Any person who files a notice of protest as to a bid solicitation pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid solicitation that requires qualification of bidders, the Bond shall be \$5,000. For an action protesting a bid solicitation for which bidders are not required to be prequalified by the Department to be eligible to bid, the bond shall be \$2,500. The required notice of protest, bond and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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.

Pursuant to Section 337.11, Florida Statutes, any person adversely affected by a **bid rejection or contract award** shall file both a notice of protest and bond within 72 hours after the posting of the Summary of Bids. If notice of intended decision is given by certified mail or express delivery, the adversely effected person must file both the notice of protest and bond within 72 hours after receipt of the notice of intent. A formal written protest must be filed within ten days after filing the notice of protest. Any person who files a notice of protest as to a bid rejection or contract award pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid rejection or contract award that requires qualification of bidders, the Bond shall be equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. For an action protesting a bid rejection or contact award for which bidders are not required to be prequalified by the Department to be eligible to bid, the bond shall be \$2,500. The required notice of protest, bond and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A protest is not timely filed unless the notice of protest, bond and the formal protest are each received by the Clerk of Agency Proceedings within the required time limits. A protest which is filed prematurely will be deemed abandoned unless timely renewed.

## INSURANCE

The successful bidder shall submit current general liability insurance and workman's compensation insurance certificates for the duration of the contract in the dollar amounts and manner specified in the most current edition of the Department's Standard Specifications for Road and Bridge Construction. Insurance companies must be authorized to do business in the State of Florida. Proof of such insurance shall be filed with the District Contracts and Procurement Office before the contract can be executed. **BE SURE THAT THE CONTRACT NUMBER IS ON EACH INSURANCE CERTIFICATE.**

## ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a potential bidder as a result of any oral discussion with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department. Notices of changes (addenda) will be posted on the District Contracts Administration website at: <http://www.dot.state.fl.us/contractsadministrationdistrict2/>, click "Letting and Project Information" and select letting date from the Lettings Menu. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid. **All addenda will be acknowledged by signature and subsequent submission of addenda with the bid when so stated in the addenda.**

## BID QUESTIONS

Direct questions regarding the advertised projects by posting them to the Department website at the following URL address: <http://www2.dot.state.fl.us/construction/bidquestionmain.asp>

## BID BOND

For bids over \$150,000.00, the standard proposal guaranty of 5% of the bid will be required. A Proposal Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Bid Bond made payable to the Florida Department of Transportation must accompany each bid in excess of **\$150,000.00**. A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. The guaranty amount shall include all bid items except construction days for A+B bidding and lane closure for Lane Rental Bidding. Bid Bonds shall substantially conform to DOT Form 375-020-09 furnished with the Proposal. Surety2000 or SurePath electronic Bid Bond submittal may be used in conjunction with Bid Express internet bid submittal. For more information please visit <http://www.surety2000.com> for Surety2000 or <http://www.insurevision.com> for SurePath. Paper Bid Bonds will be also be accepted for bids submitted through Bid Express provided they are received prior to the deadline for receiving bids, by the location(s) identified in this Bid Solicitation Notice for receiving bids for the advertised project(s). If an electronic bid bond is not being submitted, the bidder must submit an original bid bond. (A fax or a copy sent as an attachment will not be accepted.)

## EXECUTION OF CONTRACT

Pursuant to Subsections 3-6 and 3-7 of the Standard Specifications, the successful bidder shall execute the necessary contract documents and return the agreement along with a satisfactory Performance and Payment Bond within ten (10) Calendar days of award, excluding Saturdays, Sundays, and state holidays, unless noted otherwise in the project specifications. A 100% Payment and Performance Bond will be required for all projects unless noted otherwise in the project specifications. All work is to be done in accordance with the Plans, special Provisions of the State of Florida Department of Transportation.

Prior to execution of the contract with the Department, **a corporation must show proof that is authorized to do business in the State of Florida.** Florida corporations should provide a copy of the certificate of Incorporation and foreign corporations should provide a copy of Certificate of Authority from the Florida Department of State.

**Important note:** Actual commitment and final execution of the contract is contingent upon an approved legislative budget and funds availability.

## PROPOSAL REVISIONS

Unless otherwise instructed, the Department will accept legible facsimile (fax) proposal revisions pursuant to the project specifications at Fax No. (386) 758-3791 if received in full by 11:00 A.M. Local Time on the day of the letting. A faxed proposal revision will not be considered if received at a different fax number. The bid/proposal must be received in the



District Contracts and Procurement Office prior to receiving changes through the Fax.

For projects that are submitted through Bid Express, contractor's revisions to bids must be submitted through Bid Express by the time the bids are due.

### **DBE PARTICIPATION**

Disadvantaged Business Enterprise (DBE) Availability Goal Information is contained in the Bid Solicitation Package. Please complete, sign, and return the applicable "Anticipated DBE Participation Statement" form and the "DBE/MBE Bid Opportunity List" form which shall be submitted with bid as stipulated in the subject bid packages.

### **DEBARMENT/SUSPENSION**

All bids submitted to the Department shall include a statement that by signing and submitting this proposal, the bidder certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

### **MANDATORY PRE-BID MEETING**

For projects with mandatory Pre-Bid Meeting, proposals (BIDDING DOCUMENTS) will be issued only to the attendees of the meeting. Prospective bidders ordering bidding documents prior to the Pre-Bid Meeting will be given access to download the bidding documents within 24 hours after the Pre-Bid Meeting. Those prospective bidders ordering the documents after the Pre-Bid Meeting will need to contact the office advertising the project to confirm attendance and receive access to download the bidding documents. Please contact the office at least two working days prior to the deadline for obtaining bidding documents to allow time for processing.

### **LATE ARRIVALS TO MANDATORY PRE-BID MEETINGS**

All bidders must be present and signed in prior to the start of the mandatory prebid meeting. Anyone not signed in at the commencement of the meeting will be considered late and will not be allowed to bid on the project.

### **FIRST TIME BIDDERS**

Bidders bidding for the first time with the Department can request an orientation meeting to obtain information about the bidding/contracting process. Contact the office listed for ordering plans. Please call (386) 758-3703 for further details.

### **POSTING NOTICE**

The bid tabulation and intent to award will be posted on **January 05, 2015** or **January 12, 2015**, at <http://www.dot.state.fl.us/contractsadministrationdistrict2/>, click "Letting and Project Information" and select letting date from the Lettings Menu. The posting provides notice of the Department's intent to award a contract or reject all bids. The Department's Notice of Intent regarding a project will be posted on only one of the alternate posting dates. Bidders are solely responsible for timely monitoring or otherwise verifying on which of the specified alternate posting dates the posting of award or rejection of all bids actually occurs.

If the posting dates are revised, all bidders for the subject project will be notified.

### **AFFIRMATIVE ACTION (EQUAL EMPLOYMENT OPPORTUNITY)**

The Florida Department of Transportation (hereinafter referred to as the "Department"), in accordance with **Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4 and related authorities, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, or sex in consideration for an award. Further, it is the policy of the Department to not discriminate against bidders on the grounds of race, color, national origin, religion, sex, age, or disability/handicap in consideration for an award. A bidder must have an approved DBE

Affirmative Action (DBE/AA) Plan prior to contract award. Please use the following link [http://www.dot.state.fl.us/cc-admin/cpp\\_online\\_ordering/bidder\\_assist.shtm](http://www.dot.state.fl.us/cc-admin/cpp_online_ordering/bidder_assist.shtm) and the Special Provisions for instructions for submission of a DBE/AA Plan. The DBE/AA Plan should be submitted for approval prior to the bidding.

#### **MINIMUM WAGE**

The minimum wage for all hours worked in Florida is available at: <http://www.floridajobs.org>

#### **EMAIL SUBSCRIPTION LIST**

To get on the e-mail subscription list, go to <http://www2.dot.state.fl.us/ContractsAdministration/bsnmail.asp> and fill out the necessary information to "Subscribe". To obtain information concerning other districts, go to <http://www.dot.state.fl.us/cc-admin/distco.shtm>

#### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**FLORIDA DEPARTMENT OF TRANSPORTATION  
 BID SOLICITATION NOTICE AND APPROXIMATE QUANTITIES**

LETTING ID: 02141210 CALL ORDER: 001 PROPOSAL ID: E2S40-R0 DISTRICT:02 (Maintenance)  
 COUNTIES: DISTRICT-WIDE

ROAD NAME: Routine Bridge Maintenance District Two  
 LIMITS: District Two/District Wide Interstate and Primary

FINPROJ NO(S):	FEDERAL AID NO(S):
41022117227	N/A
41022127246 (*)	N/A

TOTAL ROADWAY LENGTH:	0.000	MILES	CONTRACT DAYS: 365
TOTAL BRIDGE LENGTH:	0.000	MILES	LETTING DATE: 12/10/14
TOTAL PROPOSAL LENGTH:	0.000	MILES	CONTRACT EXECUTION DAYS: 10
			SPECIAL START DATE: N/A
BUDGET AMOUNT:	\$ 653,135.00		ACQUIS./FLEXIBLE START TIME: 15 Days (Acq. Time)

**Please read the full advertisement**

**DESCRIPTION:**

Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two. These repairs include but are not limited to, the sealing of slope pavement joints, installation of rubble or rip-rap slope protection and concrete slope pavement, backfilling eroded areas, cleaning and coating concrete surfaces, repair and seal bridge deck joints, epoxy inject and seal cracks, grouting slopes, grout filling voids, graffiti removal, concrete handrail repairs, cleaning bridge drains, clean Seg/Box Girders, fender system repairs, and the restoration of spalled concrete areas. MAXIMUM LIMITING AMOUNT \$653,135. 00. RENEWAL OPTION. Experience in Bridge Repair Form 850-070-04) must be completed and submitted with the Bid. EXPEDITE BIDDING OR BID EXPRESS MANDATORY.

For this Contract the Contractor is required to have at least (3) years of experience in the performance of Bridge Repair, or the Project Superintendent must have at least (3) years of like experience as a Superintendent. In order for the contractor to be responsive, a required Experience and Expertise form must be filled out and submitted with the bid to the District Contractor Administrator. The form must be signed by the Owner or an Officer of the Company and dated in the space provided on the form. A contractor that presently has a certificate of prequalified with the department in "Repair and Rehabilitation of Bridges" will suffice to meet the above requirements.

**CALL ORDER: 001 PROPOSAL ID: E2S40-R0**

ALT	ITEM NO.	DESCRIPTION	UNITS	QUANTITY
<b>SECTION 0001 BRIDGE JOINT REPAIR (LF)</b>				
	0102 14	TRAFFIC CONTROL OFFICER	MH	340.000
	0104 10 3	SEDIMENT BARRIER	LF	300.000
	0104 11	FLOATING TURBIDITY BARRIER	LF	500.000
	0110 85	CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	EA	6.000
	0121 70	FLOWABLE FILL	CY	72.000
	0142 70	FILL SAND	CY	30.000
	0400143	CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF	600.000
	0400145	CLEANING CONCRETE SURFACE	SF	59,070.000
	0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	CF	1,000.000
	0401 70 6	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	CF	236.000
	0411 1	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	20.000
	0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	500.000
	0450 83 1	BEAM REPAIR, STRAND SPLICES	EA	8.000
	0455 76	WRAP PILE CLUSTERS	EA	90.000
	0458 1 21	BRIDGE DECK EXPANSION JOINT, REHABILITATION, Poured JOINT WITH BACKER ROD	LF	1,400.000
	0458 1 26	BRIDGE DECK EXPANSION JOINT, REHABILITATION, OTHER	LF	1,200.000
	0470 1	TREATED TIMBER, STRUCTURAL	MB	4.000
	0471 1 1	FENDER SYSTEM,PLASTIC MARINE LUMBER,REINFORCED	MB	1.200
	0471 1 2	FENDER SYSTEM,PLASTIC MARINE LUMBER, NON-REINFORCED	MB	0.100
	0506 72	BRIDGE DRAIN- POWER CLEAN	EA	60.000
	0524 2 1	CONCRETE SLOPE PAVEMENT,NON REINFORCED, 3"	SY	100.000
	0530 1	RIPRAP, SAND-CEMENT	CY	16.000
	0530 3 3	RIPRAP- RUBBLE, BANK AND SHORE	TN	45.000
	E102 1 3	MAINTENANCE OF TRAFFIC	LO	350.000
	E460 19 1	ARMOR ANGLE (REMOVE)	LF	80.000
	E460 20 1	POLYMER JOINT REPLACEMENT	CF	200.000
	E460 20 14	ELASTOMERIC STRUCT JOINT SEAL REPLACE	LF	13,200.000
	E470 75	TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	LF	400.000
	E470 75 1	FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	EA	40.000

**WORKFORCE AND EMPLOYMENT  
OPPORTUNITIES OFFICES**

To obtain the addresses, phone numbers, fax numbers and e-mail addresses of your local workforce employment partner, please visit the following website:

[www.floridajobs.org/onestop/onestopdir/](http://www.floridajobs.org/onestop/onestopdir/)

**BITUMINOUS MATERIAL  
GASOLINE AND DIESEL FUELS AND  
NATURAL GAS PRICE INDEX**

To obtain information on Bituminous Material Gasoline and Diesel Fuels and Natural Gas Price Index, please visit the following website (click on Contracts Office Menu and choose Asphalt Price Index):

<http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.shtm>

## **Specifications and Plans**

The Standard Specifications as amended by the Specifications Package, any Supplemental Specifications packages, and the plans are included in the executed contract by reference.

These documents may be obtained from FDOT's CPP Online Ordering system by logging into <https://www3.dot.state.fl.us/ContractProposalProcessingOnlineOrdering/>.

BID LOAD INFO                      Checknum: F07EBF88  
 -----

LettingID: 02141210                      LettingDate: 12/10/14  
 ContractID: E2S40-R0                      CallOrder : 001  
 Project: 41022117227  
 Project: 41022127246  
 County: DIST/ST-WIDE, , ,  
 Amendments: 0                              Contract Days: 365

VendorID: VF205269497002 Proshot Concrete, Inc.  
 Digital Sig:

Address: 4158 Musgrove Drive  
 Florence                      Alabama 35630  
 Phone: 256-764-5941 Fax: 256--764-5946  
 Email: tony@proshotconcrete.com

State of Incorp: Alabama (AL)

Bid Bond Method: Electionic Bid Bond  
 Bid Bond ID: SFL14921293    \*\* Successful electronic verification  
 Surety Company: Fidelity And Deposit Company of Maryland  
 Registry Company: Surety2000

File Attachments: YES - Bridge Repair Expierincr Form.zip  
 File Location: ../BidAttachments/E2S40\_VF205269497002\_AttachmentFile.zip

STANDARD BID(A) :              \$777,777.00  
 TIME BID(B) :                      \$0.00  
 -----  
 TOTAL BID AMOUNT:              \$777,777.00

Misc Data - Bidding Acknowledgments  
 -----

I accept terms as stated in the following BIDDING ACKNOWLEDGMENT sections:  
 YES I. ACKNOWLEDGMENT OF PROPOSAL  
 YES II. ACKNOWLEDGMENT OF AMENDMENTS, ADDENDA, AND PRE BID QUESTIONS AND ANSWER

Will there be trench excavation on the project in excess of five feet in depth? NO

Trench Safety (Required if "YES"):

DESCRIPTION	MEASURE	QUANTITY	UNIT COST	EXTENDED COST
-------------	---------	----------	-----------	---------------

TOTAL:

Will you be unable to declare or certifiy statements (1) through (11) of section I. ACKNOWLEDGMENT OF PROPOSAL ? NO

Exceptions (Required if "YES"):

## CONTRACT

DISTRICT : 02

AWARDED VENDOR : F205269497-004 PROSHOT CONCRETE, INC.  
 AWARDED AMOUNT : \$ 653,135.00

DATE OF LETTING : December 10, 2014  
 CALL ORDER : 001  
 PROPOSAL ID : E2S40-R0

CONTRACT ID : E2S40-R0

FIN PROJ NUM(S)	FED AID NUM(S)
41022117227	N/A
41022127246 (*)	N/A

COUNTY : DIST/ST-WIDE

DESCRIPTION :

Contract Days : 365

Contract Execution Days : 10

Special Start Date : N/A

Acquis./Flexible Start Time: 15 Days (Acq. Time)

It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be:

- (a) either 1) 15 Days (Acq. Ti (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 which ever date is earlier, or
- (b) Special Start Date as specified in the proposal description, or
- (c) Anytime after the date specified in the proposal description

Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two. These repairs include but are not limited to, the sealing of slope pavement joints, installation of rubble or rip-rap slope protection and concrete slope pavement, backfilling eroded areas, cleaning and coating concrete surfaces, repair and seal bridge deck joints, epoxy inject and seal cracks, grouting slopes, grout filling voids, graffiti removal, concrete handrail repairs, cleaning bridge drains, clean Seg/Box Girders, fender system repairs, and the restoration of spalled concrete areas. MAXIMUM LIMITING AMOUNT \$653,135.00. RENEWAL OPTION. Experience in Bridge Repair Form 850-070-04) must be completed and submitted with the Bid. EXPEDITE BIDDING OR BID EXPRESS MANDATORY.

For this Contract the Contractor is required to have at least (3) years of experience in the performance of Bridge Repair, or the Project Superintendent must have at least (3) years of like experience as a Superintendent. In order for the contractor to be responsive, a required Experience and Expertise form must be filled out and submitted with the bid to the District Contractor Administrator. The form must be

LCSCCSB

FLORIDA DEPARTMENT OF TRANSPORTATION

DATE : 12/23/14

CONTRACT ID: E2S40-R0

PAGE : 2

AWARDED VENDOR: F205269497

PROSHOT CONCRETE, INC.

signed by the Owner or an Officer of the Company and dated in the space provided on the form. A contractor that presently has a certificate of prequalified with the department in "Repair and Rehabilitation of Bridges" will suffice to meet the above requirements.

SITE	COMPLETION DATE	CONTRACT TIME
Contract Time		365 DAYS



AWARDED VENDOR: F205269497-004 PROSHOT CONCRETE, INC.

CONTRACT ID: E2S40-R0 FIN PROJ NUM: 41022117227  
41022127246 (\*) FED AID NUM: N/A  
N/A

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID		EXTENDED AMT.	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 BRIDGE JOINT REPAIR (LF)						
0005	0102 14 TRAFFIC CONTROL OFFICER	MH 340.000	60.00000		\$	20,400.00
0010	0104 10 3 SEDIMENT BARRIER	LF 300.000	0.10000		\$	30.00
0015	0104 11 FLOATING TURBIDITY BARRIER	LF 500.000	0.10000		\$	50.00
0020	0110 85 CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	EA 6.000	109.00000		\$	654.00
0025	0121 70 FLOWABLE FILL	CY 72.000	175.00000		\$	12,600.00
0030	0142 70 FILL SAND	CY 30.000	50.00000		\$	1,500.00
0035	0400143 CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF 600.000	1.00000		\$	600.00
0040	0400145 CLEANING CONCRETE SURFACE	SF 59,070.000	0.40000		\$	23,628.00
0045	0400153 NON SHRINK GROUT, F&I, MISCELLANEOUS-STRUCTURES REHAB	CF 1,000.000	30.00000		\$	30,000.00
0050	0401 70 6 SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	CF 236.000	400.00000		\$	94,400.00
0055	0411 1 EPOXY MATERIAL FOR CRACK INJECTION-STRUCTURES REHAB	GA 20.000	10.00000		\$	200.00
0060	0411 2 CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 500.000	10.00000		\$	5,000.00

AWARDED VENDOR: F205269497-004 PROSHOT CONCRETE, INC.

CONTRACT ID: E2S40-R0 FIN PROJ NUM: 41022117227

FED AID NUM: N/A

41022127246 (\*)

N/A

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID		EXTENDED AMT.	
			DOLLARS	CTS	DOLLARS	CTS
0065	0450 83 1 BEAM REPAIR, STRAND SPLICES	8.000 EA	850.00000		\$	6,800.00
0070	0455 76 WRAP PILE CLUSTERS	90.000 EA	50.00000		\$	4,500.00
0075	0458 1 21 BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	1,400.000 LF	55.00000		\$	77,000.00
0080	0458 1 26 BRIDGE DECK EXPANSION JOINT, REHABILITATION, OTHER	1,200.000 LF	6.00000		\$	7,200.00
0085	0470 1 TREATED TIMBER, STRUCTURAL	4.000 MB	7,000.00000		\$	28,000.00
0090	0471 1 1 FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED	1.200 MB	10,000.00000		\$	12,000.00
0095	0471 1 2 FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED	0.100 MB	12,000.00000		\$	1,200.00
0100	0506 72 BRIDGE DRAIN-POWER CLEAN	60.000 EA	10.00000		\$	600.00
0105	0524 2 1 CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"	100.000 SY	95.00000		\$	9,500.00
0110	0530 1 RIPRAP, SAND-CEMENT	16.000 CY	300.00000		\$	4,800.00
0115	0530 3 3 RIPRAP-RUBBLE, BANK AND SHORE	45.000 TN	95.00000		\$	4,275.00
0120	E102 1 3 MAINTENANCE OF TRAFFIC	350.000 LO	500.00000		\$	175,000.00
0125	E460 19 1 ARMOR ANGLE (REMOVE)	80.000 LF	55.00000		\$	4,400.00

AWARDED VENDOR: F205269497-004 PROSHOT CONCRETE, INC.

CONTRACT ID: E2S40-R0 FIN PROJ NUM: 41022117227  
41022127246 (\*)FED AID NUM: N/A  
N/A

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID		EXTENDED AMT.	
			DOLLARS	CTS	DOLLARS	CTS
0130	E460 20 1 POLYMER JOINT REPLACEMENT	200.000 CF	525.00000		\$	105,000.00
0135	E460 20 14 ELASTOMERIC STRUCT JOINT SEAL REPLACE	13,200.000 LF	6.50000		\$	85,800.00
0140	E470 75 TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	400.000 LF	150.00000		\$	60,000.00
0145	E470 75 1 FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	40.000 EA	66.00000		\$	2,640.00
TOTAL BID						\$ 777,777.00

TO: MT210SB@dot.state.fl.us  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT E2S40

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #E2S40 Contract Type: Method of Procurement:  
Vendor Name: PROSHOT CONCRETE  
Vendor ID: VF205269497004  
Beginning date of this Agmt: 01/01/15  
Ending date of this Agmt: 12/31/15

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: ORIGINAL Funds have been: APPROVED

55 024040210 \*OM \*244001 \* 326567.50 \*41022117227 \*825 \*  
2015 \*55150200 \*088712/15  
0001 \*00 \*ME2S40 \*0001/04

Action: ORIGINAL Funds have been: APPROVED

55 024040210 \*OM \*244001 \* 326567.50 \*41022127246 \*825 \*  
2015 \*55150200 \*088712/15  
0001 \*01 \*ME2S40 \*0002/04

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TOTAL AMOUNT: \*\$ 653,135.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 12/19/2014

FLORIDA DEPARTMENT OF TRANSPORTATION  
 VENDOR RANKING LIST

DATE : 12/30/14  
 PAGE : 1

CALL ORDER : 001  
 LETTING DATE : 12/10/14 11:00 A.M.  
 SET-ASIDE :  
 CONTRACT TIME : 365 CALENDAR DAYS

PROPOSAL ID : E2S40-R0  
 DISTRICT : 02  
 U/R CODE :

PROPOSAL DESC :  
 Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two. These repairs include but are not limited to, the sealing of slope pavement joints, installation of rubble or rip-rap slope protection and concrete slope pavement, backfilling eroded areas, cleaning and coating concrete surfaces, repair and seal bridge deck joints, epoxy inject and seal cracks, grouting slopes, grout filling voids, graffiti removal, concrete handrail repairs, cleaning bridge drains, clean Seg/Box Girders, fender system repairs, and the restoration of spalled concrete areas. MAXIMUM LIMITING AMOUNT \$653,135.00. RENEWAL OPTION. Experience in Bridge Repair Form 850-070-04) must be completed and submitted with the Bid. EXPEDITE BIDDING OR BID EXPRESS MANDATORY.

For this Contract the Contractor is required to have at least (3) years of experience in the performance of Bridge Repair, or the Project Superintendent must have at least (3) years of like experience as a Superintendent. In order for the contractor to be responsive, a required Experience and Expertise form must be filled out and submitted with the bid to the District Contractor Administrator. The form must be signed by the Owner or an Officer of the Company and dated in the space provided on the form. A contractor that presently has a certificate of prequalified with the department in "Repair and Rehabilitation of Bridges" will suffice to meet the above requirements.

FINPROJ(S) : 41022117227 F.A. NO. : N/A COUNTIES : DIST/ST-WIDE  
 41022127246 (\*) N/A  
 LOCAL NAME : BRIDGE MAINT. M & O CONTRACTS PRIMARY ROAD NAME :  
 PROJ LIMITS : District wide contract

RANK	VENDOR NO./NAME	BID TYPE	BID STATUS	TOTAL BID	% OVER LOW BID
1	F205269497 PROSHOT CONCRETE, INC.	Responsive	Winning Bid	\$ 777,777.00	0.00%
2	F208163134 BRIDGE MASTERS CONSTRUCTION, LLC	Responsive	Non-Winning Bid	\$ 1,608,371.00	106 %
3	F263976898 AMROAD LLC	Responsive	Non-Winning Bid	\$ 2,065,035.00	165 %

NOTE: 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.

ACTUAL COMMITMENT AND FINAL EXECUTION OF THE CONTRACT IS CONTINGENT UPON AN APPROVED LEGISLATIVE BUDGET AND FUNDS AVAILABILITY. POSTING BEGINS JANUARY 05, 2015, 2014 AT 5:00 P.M. AND ENDS ON JANUARY 08, 2015 AT 5:00 P.M.



CALL ORDER : 001

PROPOSAL ID : E2S40-R0

CONTINUED

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ALT	ITEM NO.	DESCRIPTION	UNITS	FA/NFA QUANTITY
	E470 75	TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	LF	400.000
	E470 75 1	FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	EA	40.000

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**Experience in Bridge Repair**  
**This Form is for Bidder's to list their work experience.**

850-070-04  
 MAINTENANCE - 05/11

Proshot Concrete, Inc.

E2S40-R0

F 20-5269497

**Bidder's Name (please print Company name)**

**Contract ID**

**Bidder's FEID Number**

Experience in Bridge Repair is required to bid on this project as defined below.

- 1) For this Contract the Contractor is required to have at least three (3) years of experience in the performance of Bridge Repair, or the Project Superintendent must have at least three (3) years of like experience as a Superintendent. This Form must be filled out and submitted with the bid to the District Contract Administrator. This form must be signed by the Owner or an Officer of the Company and dated in the space provided on the back (page 2) of this form.
- 2) A Contractor that presently has a certificate of prequalified with the Department in "Repair & Rehabilitation of Bridges" will suffice to meet the above requirements. If the Contractor is prequalified as stated, mark an "X" in this space ( X ) and Sign and Date below.

**LIST COMPANY EXPERIENCE**

Project Name/Number	Project Location ( City, State )	Type of Bridge Repair Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Beginning Mo / Year	Contract Duration
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days

Signature Required and Additional Data space on the back (page 2) of this form.

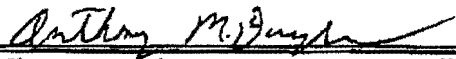


**LIST ADDITIONAL COMPANY EXPERIENCE**

Project Name/Number	Project Location ( City, State )	Type of Bridge Repair Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days
						Days

**LIST PROJECT SUPERINTENDENT'S EXPERIENCE**

Project Name/Number	Project Location ( City, State )	Type of Bridge Repair Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days

Anthony McDougle, President		12 / 9 / 2014
Print Name of the Owner or Company Officer	Signature of the Owner or Company Officer	