

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

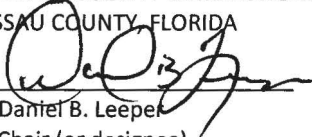
Piggyback Contract Information

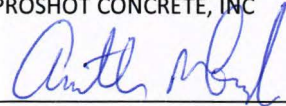
Contract Name/Description: Routine Bridge Maintenance Repairs
Lead Contracting Agency: Florida Department of Transportation (FDOT)
Contract No.: E2V83
Vendor/Awardee: Proshot Concrete, Inc.
Original Award/Contract Date: Awarded 01/22/18; Date of Execution 02/05/18
Term: **365 Calendar Days with annual renewal option**
Renewal 01: Execution 02/01/19; Term: 03/03/2019 ending 03/01/2020
Renewal 02: Term: 3/02/2020 ending 3/01/2021 (See Exhibit "1")

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:

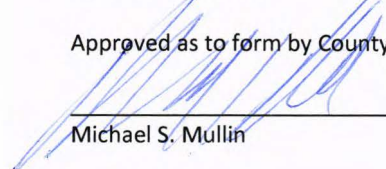
1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment "A" along with the adhering to specifications listed in the Specifications Package attached hereto as Attachment "B" and incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
2. Work will be issued to Vendor via Work Authorization and will be performed on an "as needed" basis per project. Each Work Authorization shall set forth a specific scope of services, amount of compensation and required completion date and shall be approved by the County or their designee.
3. 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 March 1, 2021 and shall be renewed annually upon written agreement by both parties pending FDOT renewal.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: Daniel B. Leeper Date: 3/23/2020
Its: Chair (or designee)

PROSHOT CONCRETE, INC

By: Anthony McDougle Date: 3/3/20
Its: President
Address: 4158 Musgrove Drive
Florence, AL 35630

ATTEST TO CHAIR'S SIGNATURE (if applicable)

John A. Crawford, Ex-Officio Clerk
Date: 3/26/2020

Approved as to form by County Attorney

Michael S. Mullin
Date: 3/23/2020

MES
03.26.20

ATTACHMENT "A"



Florida Department of Transportation

RICK SCOTT
GOVERNOR

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

MIKE DEW
SECRETARY

January 22, 2018

Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35630
256-764-5941 / cdill@proshotconcrete.com
Vendor Number: F205269497004

Contract Number: E2V83-R0
Financial Project Number: 41022147201, 41022137201
Awarded Amount: \$848,179.00
County(ies): District Wide
Letting Date: December 20, 2017

Dear Sir/Madam:

The above referenced Contract is awarded to your firm as of the date of this letter.

Please execute the Contract and return the executed Contract to this office within **ten (10) business days of the award (due February 5, 2018)**.

The estimated completion date of this Contract is **03/30/2019**.

No Work is to be done on this Contract until the Department has issued the Notice to Proceed.

Sincerely,

Jim Brown

Jim Brown
District Contracts Administrator
District Two

Attachments

cc: Maintenance Contractor	(E-mail Award Documents, Spec. Pkg.)
Jennifer Curls, Maintenance	(E-mail Award Documents, Spec. Pkg.)
Lisa Butler, Maintenance	(E-mail Award Documents, Spec. Pkg.)
Sandy Brink, Maintenance	(E-mail Award Documents, Spec. Pkg.)
Cassandra Howell, Maintenance	(E-mail Award Documents, Spec. Pkg.)
Joe Griffith, Maintenance	(E-mail Award Documents, Spec. Pkg.)
Florida Trans. Builders Assoc.	(E-mail Award Documents, Spec. Pkg.) chartsfield@ftba.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**BID BLANK
STATE JOB**

375-020-17
CONTRACTS ADMINISTRATION
OGC - 09/13

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): 41022147201, 41022137201

ROAD(S) NO(S): _____

This project is let under the authority of Chapter 337, F.S.

CONTRACT NO.: E2V83-R0

CONTRACT CALENDAR DAYS: 365 w/ renewal option

DATE BIDS DUE: 12/20/2017 @ 11:00 A.M.

TOTAL AMOUNT:

DATE OF AWARD: 01/22/2018

\$ 848,179.00

DATE OF CONTRACT

EXECUTION: 02/05/2018

10.65 % 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. 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 drain, clean segmental/box girders, fender system repairs, and the restoration of spalled concrete areas.

Actual commitment and final execution of the contract is contingent upon an 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.

To: John.West@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

**E2V83
1/9/2018**

CONTRACT INFORMATION

Contract:	E2V83
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINTE)
Method of Procurement:	X - COMPETITIVE BID (337.11,F.S.)
Vendor Name:	PROSHOT CONCRETE, INC.
Vendor ID:	F205269497004
Beginning Date of This Agreement:	02/19/2018
Ending Date of This Agreement:	02/18/2019
Contract Total/Budgetary Ceiling:	ct = \$848,179.00
Description:	Super-Structure Maintnenace

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/9/2018

Action:	Future Year	Future Year
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$424,089.50	\$424,089.50
Financial Project:	41022137201	41022147201
Work Activity (FCT):	825	825
CFDA:		
Fiscal Year:	2018	2018
Budget Entity:	55150200	55150200
Category/Category Year:	088712/18	088712/18
Amendment ID:	A001	A001
Sequence:	00	01
User Assigned ID:	ME2V83	ME2V83
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: \$848,179.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONTRACT
District**

375-020-26
CONTRACTS ADMINISTRATION
OGC - 08/15

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. These repairs include but are not limited to, the sealing of slope pavement joints, installation of rubble, etc.

in District Wide County(ies), a distance of approximately _____

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

Financial Project No(s): 41022147201, 41022137201 Contract No. E2V83-R0

Complete the following as appropriate

Entity Name: <u>Proshot Concrete, Inc.</u> (Seal)	DocuSigned by:
Authorized Signature: <u>Donnie Barnes</u>	Name & Title (Print): <u>Donald Barnes, Controller</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 Alabama and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

DocuSigned by:
Scott Blocker
DC2DAB8DA81E7448...
District 2 Procurement Services Administrator

DocuSigned by:
Melissa Blackwell 2/5/2018 | 1:00 PM
D6F7F85AB19F451...
Attorney FDOT
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]
D98A801D824247C...
Director of Transportation Operations

Date: 2/5/2018 | 1:04 PM EST



BID SOLICITATION NOTICE – District 2
FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE PROGRAMS
 Lake City District Office Complex
 1109 South Marion Ave. - MS 2015 Lake City, FL 32025

Lake City, FL
 November 20, 2017
 Advertisement No. 2

All bids must be completed using **Project Bids** software available on the Bid Express website at <https://bidx.com/fl/main>

Unless otherwise stipulated in the proposal description, bids for all projects listed in this Bid Solicitation Notice 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.fdot.gov/contracts> 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.

Bids for the projects in this Bid Solicitation Notice will be accepted by Bid Express until 11:00 AM Local Time on **Wednesday, December 20, 2017**.

Bid totals for each bid submitted will be read aloud for those present and will be available at 11:00 AM **December 20, 2017** 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 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: <https://fdotwp1.dot.state.fl.us/wTBidLetting/LettingMain>, 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 the scheduled letting date and time. A list of plan holders may be obtained by visiting the District Contracts Administration website at: www.fdot.gov/contracts/d2, click "Letting and Project Information" and select letting date from the Lettings Menu. For compliance with Florida Statute 337.168(2), additional bidders and plan and specifications holders are not published beginning three working days prior to the letting.

----NOTE----

Proposals will not be issued after 11:00 AM Local Time on Tuesday, December 19, 2017 .

Document Ordering Information

Orders for documents are placed using the Contract Proposal Processing Online Ordering System at <https://fdotwp1.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 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://fdotwp1.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.fdot.gov/contracts/PreQual_Info/prequalified.shtm to the Department every 30 calendar days.

CONFLICT OF INTEREST

A contractor who performs a constructability review on a design contract or who participates in a value engineering study workshop or cost risk analysis workshop, is prohibited from bidding on the construction of that contract.

SCRUTINIZED COMPANIES

A company that is on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, is on the Scrutinized Companies with Activities in Sudan List, is on 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 120.57, Florida Statutes, any person adversely affected by a **bid solicitation** shall file both a notice of protest and bond within 72 hours after posting of the Bid Solicitation Notice, 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, FAX (850) 414-5264. 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 the filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Pursuant to Section 120.57, 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 affected 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 contract 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, FAX (850) 414-5264. 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.

Interested parties can visit our Internet web site at <http://www.fdot.gov/contracts/>. Information regarding projects posted with the Clerk of Agency Proceedings, Proposal holders, Plan and Special Provisions holders, preliminary letting results, and other noteworthy information is provided on this website. Please note that, for compliance with Florida Statute 337.168(2), the Proposal holder and the Plan and Special Provision holder listings are not published beginning three working days prior to the letting until after the letting.

In the event multiple responsive bidders submit identical proposals (bids), the Department will determine the order in which proposals are to be considered for Contract award in accordance with Florida Laws, and any applicable Rules.

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 Districts Contracts Administration website at: www.fdot.gov/contracts/d2, 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: <https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>.

PROPOSAL GUARANTY

For bids over \$150,000.00, the standard proposal guaranty of 5% of the bid will be required, unless otherwise stipulated in the proposal advertisement. 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 Proposal Guaranty made payable to the Florida Department of Transportation must be received for 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. Proposal Guaranty shall substantially conform to DOT Form 375-020-09 furnished with the Proposal. Surety2000 or SurePath electronic Proposal Guaranty 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 Proposal Guaranty will 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. If an electronic proposal guaranty is not being submitted, the bidder must submit an original proposal guaranty. (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 it 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.

DBE PARTICIPATION.

Disadvantaged Business Enterprise (DBE) Availability Goal Information is contained in the Bid Solicitation Package. DBE Participation and Bidder Opportunity List for Prime Contractors should be reported in the **Equal Opportunity Compliance (EOC)** system. The EOC system is a web based application for Prime Contractors, statewide, to report their Bidder Opportunity List, DBE Commitments, and DBE/MBE Subpayments. Please complete and submit the DBE Participation (i.e. DBE Commitments) and Bid Opportunity List in the EOC.

More information regarding EOC can be referenced at: <http://www.fdot.gov/equalopportunity/eoc.shtm>

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 CONFERENCE

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 pre-bid 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 access the New Bidder's Orientation document at: <http://www.fdot.gov/contracts/ CPP Online Ordering/NEW%20BIDDERS%20ORIENTATION.pdf>

POSTING NOTICE

The bid tabulation and intent to award will be posted on **January 08, 2018** or **January 15, 2018** at www.fdot.gov/contracts/d2, click the "Letting and Project Information" and select letting date from the Listings 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.fdot.gov/contracts/cpp_online_ordering/bidder_assist.shtm, Standard Specifications for Road and Bridge Construction 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.fdot.gov/contracts/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.

By submitting a bid, the contractor/consultant/vendor agrees to comply with section 20.055(5) Florida Statute, and to incorporate in all subcontracts the obligation to comply with section 20.055(5) Florida Statute.

**Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities**

Letting:	02171220	Call Order: 002	Proposal: E2V83-R0	District:02
Counties:	DISTRICT-WIDE			
Road Name:	Perform routine bridge maintenance repairs in District 2.			
Limits:	midpoint			
Project(s):	41022137201	Federal Aid No: N/A		
Project(s):	41022147201(*)	Federal Aid No: N/A		
Total Roadway Length:	0.000 Miles	Contract Days:	365	
Total Bridge Length:	0.000 Miles	Letting Date:	12/20/17	
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10	
		Special Start Date:	N/A	
		Aquis/Flexible Start Time:	00 Days (Acq. Time)	
Proposal Budget Estimate:	\$1,200,000.00			

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 segmental/box girders, fender system repairs, and the restoration of spalled concrete areas. RENEWAL OPTION. Experience in Bridge Repair (Form 850-070-04) must be completed and submitted with the bid. BID EXPRESS MANDATORY.

SPECIAL BID REQUIREMENTS: The contractor is required to have at least (3) years of experience in the performance of bridge repair, or the Project Superintendent must have three (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 Contract 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 prequalification with the department in "Repair and Rehabilitation of Bridges" will suffice to meet the above requirements

**Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities**

Call Order: 002 Proposal: E2V83-R0				
ALT	Item	Description	Unit	Quantity
Section 0001 BRIDGE JOINT REPAIR (LF)				
	0102- 14-	TRAFFIC CONTROL OFFICER	HR	562.000
	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	56.000
	0400-143-	CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF	602.000
	0400-145-	CLEANING CONCRETE SURFACE	SF	59,070.000
	0400-153-	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	CF	1,000.000
	0401- 70- 6	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	CF	228.800
	0411- 1-	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	416.000
	0411- 2-	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	404.000
	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	6.000
	0471- 1- 1	FENDER SYSTEM,PLASTIC MARINE LUMBER,REINFORCED	MB	3.000
	0471- 1- 2	FENDER SYSTEM,PLASTIC MARINE LUMBER, NON-REINFORCED	MB	3.000
	0506- 72-	BRIDGE DRAINS- POWER CLEAN	EA	60.000
	0524- 2- 1	CONCRETE SLOPE PAVEMENT,NON REINFORCED, 3"	SY	100.000
	0530- 1-	RIPRAP, SAND-CEMENT	CY	28.000
	0530- 3- 3	RIPRAP- RUBBLE, BANK AND SHORE	TN	43.000
	E102- 1- 3	MAINTENANCE OF TRAFFIC (SITE SPECIFIC CONTRACTS)	LO	330.000
	E104- 1- 1	SAND FILL FOR EROSION REPAIR	CY	60.000
	E460- 19- 1	ARMOR ANGLE (REMOVE)	LF	80.000
	E460- 20- 1	POLYMER JOINT REPLACEMENT	CF	204.000
	E460- 20- 14	ELASTOMERIC STRUCT JOINT SEAL REPLACE	LF	13,600.000
	E470- 75-	TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	LF	318.000
	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/

**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>

DocuSign Envelope ID: 4FCB7214-1F22-49A5-B0E3-710268DC4E43
Letting: 02171220 - 12/20/2017 11:00:00 AM

Florida Department of Transportation
Vendor: F205269497 - Proshot Concrete, Inc

Contract: E2V83-R0
Call: 002

Amendment Count: 0

Bid Load Information

Letting : 02171220 Letting Date: 12/20/2017
Contract : E2V83-R0 Call Order: 002
Project : 41022137201,41022147201,,
County : DIST/ST-WIDE,,,
Amendments: 0 Contract Days: 365 CD

Vendor ID : F205269497 Proshot Concrete, Inc
Address : 4158 Musgrove Drive
Florence AL 35630
Phone : Fax:
Email :
StateIncorp: Alabama (AL)

Bid Bond Method : **Electionic Bid Bond** Bid Bond Status:
Bid Bond ID : SFL17388539 Execution Date: 12/18/2017 9:35:15 AM
Surety Company : U.S. Specialty Insurance Company Registry Company: Surety2000
Bond Percent : 5 % Maximum Bond Amt: \$

Is File Attached? **YES** File Name: C:\Users\PatM\Desktop\experience form .pdf
File Attachment Location: (If file attached)
../x509BidDocuments/02171220/Attachments_F205269497_02171220_E2V83-R0.zip
Fuel Adjustment:

STANDARD BID AMOUNT(A): \$ **848,179.00**
TIME BID AMOUNT(B): \$ **0.00**

=====

TOTAL BID AMOUNT: \$ **848,179.00** Bid Errors: **False**

Contract Time Site: 00 Bid Days: Cost PerDay: 0
Site: Bid Days: Cost PerDay:

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 ANSWERS FILES

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 certify statements (1) through (11) of section I. ACKNOWLEDGMENT OF PROPOSAL ? **NO** Exceptions (Required if "YES"):

Bid Errors: **False**



Contract Schedule of Items

Contract ID :	E2V83-R0
Date of Letting :	December 20, 2017
Call Order :	002
District :	District 2
Counties :	DIST/ST-WIDE
Awarded Vendor :	F205269497 PROSHOT CONCRETE, INC.
Awarded Amount :	\$848,179.00

Project (s) :	Fed Aid Num (s) :
41022147201 (*)	
41022137201	

Description :	
Contract Days :	365
Contract Execution Days :	10
Special Start Time :	N/A
Acquis./Flexible Start Time :	00 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) 00 Days (Acq. Time) (calendar days) from the date of issuance of "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



Florida Department of Transportation

01/22/2018

Contract Schedule

Page 1 of 3

Contract ID: E2V83-R0 **Lead Project:** 41022147201 **Fed Aid Num:** N/A
Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.
SECTION 0001 BRIDGE JOINT REPAIR (LF) \$848,179.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0102 14 TRAFFIC CONTROL OFFICER	562.000 HR	\$60.00000	\$33,720.00
0010	0104 10 3 SEDIMENT BARRIER	300.000 LF	\$0.10000	\$30.00
0015	0104 11 FLOATING TURBIDITY BARRIER	500.000 LF	\$0.01000	\$5.00
0020	0110 85 CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	6.000 EA	\$75.00000	\$450.00
0025	0121 70 FLOWABLE FILL	56.000 CY	\$75.00000	\$4,200.00
0030	0400143 CLEANING & COATING CONCRETE SURFACE, CLASS 5	602.000 SF	\$2.00000	\$1,204.00
0035	0400145 CLEANING CONCRETE SURFACE	59,070.000 SF	\$0.50000	\$29,535.00
0040	0400153 NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	1,000.000 CF	\$40.00000	\$40,000.00
0045	0401 70 6 SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	228.800 CF	\$400.00000	\$91,520.00
0050	0411 1 EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	416.000 GA	\$10.00000	\$4,160.00
0055	0411 2 CRACKS INJECT & SEAL- STRUCTURES REHAB	404.000 LF	\$20.00000	\$8,080.00
0060	0450 83 1 BEAM REPAIR, STRAND SPLICES	8.000 EA	\$600.00000	\$4,800.00



Florida Department of Transportation

01/22/2018

Contract Schedule

Page 2 of 3

Contract ID: E2V83-R0 Lead Project: 41022147201 Fed Aid Num: N/A

Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.

SECTION 0001 BRIDGE JOINT REPAIR (LF) \$848,179.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0065	0455 76 WRAP PILE CLUSTERS	90.000 EA	\$95.00000	\$8,550.00
0070	0458 1 21 BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	1,400.000 LF	\$58.00000	\$81,200.00
0075	0458 1 26 BRIDGE DECK EXPANSION JOINT, REHABILITATION, OTHER	1,200.000 LF	\$5.00000	\$6,000.00
0080	0470 1 TREATED TIMBER, STRUCTURAL	6.000 MB	\$6,500.00000	\$39,000.00
0085	0471 1 1 FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED	3.000 MB	\$10,000.00000	\$30,000.00
0090	0471 1 2 FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED	3.000 MB	\$12,000.00000	\$36,000.00
0095	0506 72 BRIDGE DRAINS- POWER CLEAN	60.000 EA	\$10.00000	\$600.00
0100	0524 2 1 CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"	100.000 SY	\$65.00000	\$6,500.00
0105	0530 1 RIPRAP, SAND-CEMENT	28.000 CY	\$400.00000	\$11,200.00
0110	0530 3 3 RIPRAP- RUBBLE, BANK AND SHORE	43.000 TN	\$95.00000	\$4,085.00
0115	E102 1 3 MAINTENANCE OF TRAFFIC (SITE SPECIFIC CONTRACTS)	330.000 LO	\$525.00000	\$173,250.00
0120	E104 1 1 SAND FILL FOR EROSION REPAIR	60.000 CY	\$50.00000	\$3,000.00



Florida Department of Transportation

01/22/2018

Contract Schedule

Page 3 of 3

Contract ID: E2V83-R0 **Lead Project:** 41022147201 **Fed Aid Num:** N/A

Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.

SECTION 0001 **BRIDGE JOINT REPAIR (LF)** **\$848,179.00**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0125	E460 19 1 ARMOR ANGLE (REMOVE)	80.000 LF	\$58.00000	\$4,640.00
0130	E460 20 1 POLYMER JOINT REPLACEMENT	204.000 CF	\$550.00000	\$112,200.00
0135	E460 20 14 ELASTOMERIC STRUCT JOINT SEAL REPLACE	13,600.000 LF	\$6.50000	\$88,400.00
0140	E470 75 TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	318.000 LF	\$75.00000	\$23,850.00
0145	E470 75 1 FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	40.000 EA	\$50.00000	\$2,000.00

Total Bid: \$848,179.00

**Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities**

Letting:	02171220	Call Order:	002	Proposal:	E2V83-R0	District:	02
Counties:	DISTRICT-WIDE						
Road Name:	Perform routine bridge maintenance repairs in District 2.						
Limits:	midpoint						
Project(s):	41022137201	Federal Aid No:	N/A				
Project(s):	41022147201(*)	Federal Aid No:	N/A				
Total Roadway Length:	0.000 Miles	Contract Days:	365				
Total Bridge Length:	0.000 Miles	Letting Date:	12/20/17				
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10				
		Special Start Date:	N/A				
		Aquis/Flexible Start Time:	00 Days (Acq. Time)				
Proposal Budget Estimate:	\$1,200,000.00						

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 segmental/box girders, fender system repairs, and the restoration of spalled concrete areas. RENEWAL OPTION. Experience in Bridge Repair (Form 850-070-04) must be completed and submitted with the bid. BID EXPRESS MANDATORY.

SPECIAL BID REQUIREMENTS: The contractor is required to have at least (3) years of experience in the performance of bridge repair, or the Project Superintendent must have three (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 Contract 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 prequalification with the department in "Repair and Rehabilitation of Bridges" will suffice to meet the above requirements

**Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities**

Call Order: 002 Proposal: E2V83-R0

ALT	Item	Description	Unit	Quantity
Section 0001 BRIDGE JOINT REPAIR (LF)				
	0102- 14-	TRAFFIC CONTROL OFFICER	HR	562.000
	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	56.000
	0400-143-	CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF	602.000
	0400-145-	CLEANING CONCRETE SURFACE	SF	59,070.000
	0400-153-	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	CF	1,000.000
	0401- 70- 6	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	CF	228.800
	0411- 1-	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	416.000
	0411- 2-	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	404.000
	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	6.000
	0471- 1- 1	FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED	MB	3.000
	0471- 1- 2	FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED	MB	3.000
	0506- 72-	BRIDGE DRAINS- POWER CLEAN	EA	60.000
	0524- 2- 1	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"	SY	100.000
	0530- 1-	RIPRAP, SAND-CEMENT	CY	28.000
	0530- 3- 3	RIPRAP- RUBBLE, BANK AND SHORE	TN	43.000
	E102- 1- 3	MAINTENANCE OF TRAFFIC (SITE SPECIFIC CONTRACTS)	LO	330.000
	E104- 1- 1	SAND FILL FOR EROSION REPAIR	CY	60.000
	E460- 19- 1	ARMOR ANGLE (REMOVE)	LF	80.000
	E460- 20- 1	POLYMER JOINT REPLACEMENT	CF	204.000
	E460- 20- 14	ELASTOMERIC STRUCT JOINT SEAL REPLACE	LF	13,600.000
	E470- 75-	TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	LF	318.000
	E470- 75- 1	FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	EA	40.000



Florida Department of Transportation

01/08/2018

Vendor Ranking

Page 1 of 1

Letting: 02171220 December 20, 2017 11:00 AM **Call Order:** 002 **Contract:** E2V83-R0
District: District 2 **Counties:** DIST/ST-WIDE **Fed Aid No:** N/A
Contract Time: 365 CALENDAR DAYS **Project(s):** 41022147201 (*)
Contract Desc: Perform routine bridge maintenance repairs in District 2. 41022137201

Rank	Vendor	Bid Type	Bid Status	Total Bid	Percent Of Low Bid
1	PROSHOT CONCRETE, INC.	Responsive	Winning bid	\$848,179.00	100.00%
2	ESTEP CONSTRUCTION, INC.	Responsive	Non-Winning Bid	\$1,290,193.00	152.11%
3	BRIDGE MASTERS CONSTRUCTION, LLC	Responsive	Non-Winning Bid	\$1,914,484.00	225.72%

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 16, 2018, AT 5:00 P.M. AND ENDS ON JANUARY 19, 2018, AT 5:00 P.M.

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/>.

Florida Department of Transportation

Proposal Of

Vendor ID : **F205269497** Proshot Concrete, Inc
Address : 4158 Musgrove Drive
Florence AL 35630
Phone : Fax:
Email :
StateIncorp: Alabama (AL)

Letting : 02171220 Letting Date: 12/20/2017
Proposal : E2V83-R0 Call Order: 002
Amendments: 0 Contract Days: 365 CD

STANDARD BID AMOUNT(A) : \$ **848,179.00**
TIME BID AMOUNT(B) : \$ **0.00**

=====

TOTAL BID AMOUNT: \$ **848,179.00** Bid Errors: **False**

Contract Time Site: 00 Bid Days: Cost PerDay: 0
Site: Bid Days: Cost PerDay:

Lead Project: 41022147201 Federal Aid#: N/A
Project(s): 41022137201,41022147201,,
Counties : DIST/ST-WIDE,,,

Is File Attached? **YES**
File Name: **C:\Users\PatM\Desktop\experience form .pdf**
Fuel Adjustment:

Proposal Description

LETTING LOCATION: 1109 South Marion Avenue, Lake City, FL,
POSTING DATES: 01/08/2018 and 01/15/2018
CONTRACT DAYS: 365
CONTRACT EXECUTION DAYS: 10
SPECIAL START DATE: N/A
ACQUIS./FLEXIBLE START TIME: 00 Days (Acq. Time)
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 segmental/box girders, fender system repairs, and the restoration of spalled concrete areas. RENEWAL OPTION. Experience in Bridge Repair (Form 850-070-04) must be completed and submitted with the bid. BID EXPRESS MANDATORY. SPECIAL BID REQUIREMENTS: The contractor is required to have at least (3) years of experience in the performance of bridge repair, or the Project Superintendent must have three (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 Contract 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 prequalification with the department in ?Repair and Rehabilitation of Bridges? will suffice to meet the above requirements

Bid Errors: **False**

Schedule Of Items

Line#	Item Number	Quantity	Unit	Unit Price	Extension
Section 0001					
BRIDGE JOINT REPAIR (LF)					
0005	0102 14	562.000	HR	\$60.00000	\$33,720.00
	TRAFFIC CONTROL OFFICER				
0010	0104 10 3	300.000	LF	\$0.10000	\$30.00
	SEDIMENT BARRIER				
0015	0104 11	500.000	LF	\$0.01000	\$5.00
	FLOATING TURBIDITY BARRIER				
0020	0110 85	6.000	EA	\$75.00000	\$450.00
	CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN				
0025	0121 70	56.000	CY	\$75.00000	\$4,200.00
	FLOWABLE FILL				
0030	0400143	602.000	SF	\$2.00000	\$1,204.00
	CLEANING & COATING CONCRETE SURFACE, CLASS 5				
0035	0400145	59070.000	SF	\$0.50000	\$29,535.00
	CLEANING CONCRETE SURFACE				
0040	0400153	1000.000	CF	\$40.00000	\$40,000.00
	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB				
0045	0401 70 6	228.800	CF	\$400.00000	\$91,520.00
	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC				
0050	0411 1	416.000	GA	\$10.00000	\$4,160.00
	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB				
0055	0411 2	404.000	LF	\$20.00000	\$8,080.00
	CRACKS INJECT & SEAL- STRUCTURES REHAB				
0060	0450 83 1	8.000	EA	\$600.00000	\$4,800.00
	BEAM REPAIR, STRAND SPLICES				
0065	0455 76	90.000	EA	\$95.00000	\$8,550.00
	WRAP PILE CLUSTERS				
0070	0458 1 21	1400.000	LF	\$58.00000	\$81,200.00
	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD				
0075	0458 1 26	1200.000	LF	\$5.00000	\$6,000.00
	BRIDGE DECK EXPANSION JOINT, REHABILITATION, OTHER				
0080	0470 1	6.000	MB	\$6,500.00000	\$39,000.00
	TREATED TIMBER, STRUCTURAL				
0085	0471 1 1	3.000	MB	\$10,000.00000	\$30,000.00
	FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED				
0090	0471 1 2	3.000	MB	\$12,000.00000	\$36,000.00
	FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED				
0095	0506 72	60.000	EA	\$10.00000	\$600.00
	BRIDGE DRAINS- POWER CLEAN				
0100	0524 2 1	100.000	SY	\$65.00000	\$6,500.00
	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"				
0105	0530 1	28.000	CY	\$400.00000	\$11,200.00
	RIPRAP, SAND-CEMENT				
0110	0530 3 3	43.000	TN	\$95.00000	\$4,085.00
	RIPRAP- RUBBLE, BANK AND SHORE				

0115	E102 1 3	330.000 LO	\$525.00000	\$173,250.00
MAINTENANCE OF TRAFFIC (SITE SPECIFIC CONTRACTS)				
0120	E104 1 1	60.000 CY	\$50.00000	\$3,000.00
SAND FILL FOR EROSION REPAIR				
0125	E460 19 1	80.000 LF	\$58.00000	\$4,640.00
ARMOR ANGLE (REMOVE)				
0130	E460 20 1	204.000 CF	\$550.00000	\$112,200.00
POLYMER JOINT REPLACEMENT				
0135	E460 20 14	13600.000 LF	\$6.50000	\$88,400.00
ELASTOMERIC STRUCT JOINT SEAL REPLACE				
0140	E470 75	318.000 LF	\$75.00000	\$23,850.00
TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS				
0145	E470 75 1	40.000 EA	\$50.00000	\$2,000.00
FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS				
Section 0001 Total				\$848,179.00
Bid Items Total:				\$848,179.00

STANDARD BID AMOUNT (A) : \$ 848,179.00

TIME BID AMOUNT (B) : \$ 0.00

=====
TOTAL BID AMOUNT: \$ 848,179.00

Proposal Sites

Site#	Type	Cost / Day	#Days	Total
00	CD		365	
Contract Time				
Time Total:				\$0.00

FLORIDA DEPARTMENT OF TRANSPORTATION
PROPOSAL INFORMATION

LETTING AND PROJECT INFORMATION:

To obtain additional Letting and Project information, select the appropriate letting, then select the letting document of choice.

[Click for CENTRAL OFFICE lettings](#)

[Click for DISTRICT OFFICE lettings](#)

WORKFORCE AND EMPLOYMENT OPPORTUNITIES:

To obtain the address, phone numbers, fax numbers, and email addresses of Workforce and Employment Opportunities Offices in the state of Florida.

[Click for DEO Florida Jobs](#)

FUEL PRICE INDEX:

To obtain information on the Bituminous Material Gasoline and Diesel Fuels and Natural Gas Price Index.

[Click for Fuel and Bituminous Price Index](#)

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

I accept the terms as stated in the following BIDDING ACKNOWLEDGMENT sections:

I. ACKNOWLEDGMENT OF PROPOSAL

- YES
- NO

II. ACKNOWLEDGMENT OF AMENDMENTS, ADDENDA, AND PRE BID QUESTIONS AND ANSWERS FILES

- YES
- NO

NOTE: Failure to accept all sections may result in the bid being declared nonresponsive

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

NOTE: Failure to fully complete and acknowledge this section may result in the bid being declared nonresponsive

I. ACKNOWLEDGMENT OF PROPOSAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL OF **Proshot Concrete, Inc**
 TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

The Bidder, hereby declares that no person or persons, firm or corporation, other than the Bidder, is interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Proposal forms, the Standard Specifications as amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

I (We) hereby acknowledge receipt of the Amendments issued during the bidding period.

The Bidder further agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within **10** calendar days (*specified as CONTRACT EXECUTION DAYS in the proposal description*), excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than **365** calendar days (*specified as CONTRACT DAYS in the proposal description*). 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) **00 Days (Acq. Time)** calendar days (*specified as ACQUIS./FLEXIBLE START TIME in the proposal description*) 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

The Bidder further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100% of the Contract price of the work as indicated by the approximate quantities shown herein.

The Bidder further agrees to bear the full cost of maintaining all work until final acceptance, as provided in the Contract.

If the total amount of this bid exceeds \$150,000.00, a bid guaranty of (5%) five percent of the bid, payable to the Florida Department of Transportation, must accompany this proposal. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding. If this proposal is accepted and the Bidder fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the Department; otherwise, said guaranty is to be returned to the Bidder upon delivery of a satisfactory bond. The Florida Department of Transportation officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Department pursuant to Section 334.195, Florida Statutes.

The Bidder, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Bidder agrees to indemnify, defend, and save harmless, the Department against any cost, damage, or expense which it may incur or be caused by any error in the Bidder's preparation of same. 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.

The Bidder hereby certifies that the submitted unit price sheets attached hereto have been prepared by the Bidder and the Bidder hereby certifies that it has used the bidding documents that have been downloaded from the FLORIDA, DEPARTMENT OF TRANSPORTATION CPP-Contract Proposal Processing Online Ordering system or accurate reproductions generated from the Department's AASHTOWare Project Bids bidding system (EBSX). If any errors have been made by the Bidder in preparing the substituted sheets, the Bidder hereby consents that such errors will be applied by the Department in the manner most beneficial to the Department.

The Bidder hereby certifies and obligates its firm as "Principal (bidder)" to the attached Bid or Proposal Bond, (Form 375-020-09) as if and to the same effect as if the Bidder had affixed its signature thereon.

Section 287.134(3)(a), Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

By submitting a bid, the bidder agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to

comply with section 20.055(5) Florida Statutes.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, reply "NO" to the question below.

Will there be trench excavation on the project in excess of five feet in depth?

- YES
- NO

Indicate Trench Safety (*required if YES*) - Include: Trench Safety Measure Description, Units of Measure, Quantity, Unit Cost, Extended Cost and Total

DESCRIPTION	MEASURE	QUANTITY	UNIT COST	EXTENDED COST

(Attach separate sheet if necessary)

TOTAL:

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c), Florida Statutes.

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, acts or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the Florida Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification;

d) and has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

12. For projects of \$1,000,000.00 or more, the Bidder certifies that the company is not on the Scrutinized Companies that Boycott Israel List, is not engaged in a boycott of Israel; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation in the "Exceptions" portion below or by attached separate sheet.

Will you be unable to declare or certify statement (1) through (12) above?

YES

NO

EXCEPTIONS **(required if YES)**

Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

Organized and existing under the laws of the State of Alabama (AL) and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

II. ACKNOWLEDGMENT OF AMENDMENTS, ADDENDA, AND PRE BID QUESTIONS AND ANSWERS FILES

The Bidder acknowledges receipt of all addenda and downloading of all amendment files that have been posted on the FDOT Contract Proposal Online Ordering web site at:

<https://fdotwpl.dot.state.fl.us/contractproposalprocessingonlineordering/>

The Bidder further acknowledges that failure to load all amendment files may cause the bid to be rejected.

Pre Bid Questions and Answers

The Bidder acknowledges review of the Department's responses to questions that have been posted on the FDOT Pre Bid Questions and Answers web site at:

<https://fdotwpl.dot.state.fl.us/BidQuestionsAndAnswers/>

[Click for Pre Bid Questions and Answers District Contacts](#)

FLORIDA DEPARTMENT OF TRANSPORTATION
STATE OF INCORPORATION

The Bidder hereby certifies State of Incorporation: Alabama (AL)

If "OTHER" selected above, explain:

FLORIDA DEPARTMENT OF TRANSPORTATION
POSTING NOTICE

Unless otherwise notified in writing, return receipt, the Summary of Bids for this project will be posted with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Room 550, Tallahassee, FL 32399-0458, on

POSTING DATES: **01/08/18 and 01/15/18**

If the posting dates are revised, all bidders for the subject project will be notified of the Department's intended decision. Bidders must acknowledge receipt of the notice of the revised date by calling the Clerk of Agency Proceedings, Florida Department of Transportation, (850) 414-5393, during each posting period, information concerning the posted projects can be obtained. Interested parties that have internet access can visit <http://www.fdot.gov/contracts/> and access information from the Contracts Administration website concerning projects which were posted with the Clerk of Agency Proceedings during each posting period. Posting will provide notice of the Department's intent to award a contract or to reject all bids. The Department's Notice of Intent regarding this 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.

Any person adversely affected by the Department's intended decision to award a contract or to reject all bids shall file with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Room 550, Tallahassee, FL 32399-0458, a Notice of Protest and Bond within **72 hours** of posting of the Summary of Bids. If notice of intended decision is given by fax transmission or express delivery, the adversely affected person must file 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. The formal written protest shall state with particularity the facts and law upon which the protest is based. 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.

FLORIDA DEPARTMENT OF TRANSPORTATION
FILE ATTACHMENT UPLOAD

Only attach a single file. If need to attach multiple files, you may use a Windows® compatible WinZip tool to zip mutiple files of different files types (doc,xls,txt,xml,html, csv,...) into a single .ZIP file type. WinZip tool is a quick and easy way to zip and unzip files for data and email transmission. To download a free evaluation version of Winzip, please visit <http://www.winzip.com>

Maximun size for file to attach with BID submission: 3,000 KB (3MB)

Will you be attaching a file with the bid submission?

YES

NO

FILE ATTACHMENT **(required if YES)**

C:\Users\PatM\Desktop\experience form .pdf

FLORIDA DEPARTMENT OF TRANSPORTATION
BID or PROPOSAL BOND

The Bidder, by selecting the Bid Bond method, confirms that the selection is the correct Bid Bond method used for this proposal and will be bound to that choice. The bidder further acknowledges that failure to select a Bid Bond method may cause the bid to be declared nonresponsive. **A Bid Bond is NOT required if the total amount of the bid is \$150,000 or less or specified in the advertisement.**

If the total amount of this bid exceeds \$150,000.00, the bid bond amount shown below should exceed \$7,500.00, a bid guaranty of **FIVE PERCENT (5%)** of the bid, payable to the Florida Department of Transportation, must accompany this proposal in the form of a paper bid bond or certified check or electronic bid bond. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding.

If submitting a bid bond and not utilizing electronic bid bond verification, bidder must submit a paper Bid Bond Form 375-020-09 prior to the deadline for bid submittal as indicated in the advertisement and in accordance with 337.17 Florida Statutes. Download Bid Bond Form 375-020-09

If paying bid guaranty by certified check, a certified check must be submitted prior to the deadline for bid submittal as indicated in the advertisement and in accordance with 337.17 Florida Statutes.

The Bidder hereby certifies and confirms the Bid Bond method is:

- Not Required
 Paper Bid Bond
 Certified Check
 Electronic Bid Bond

*** FIELDS BELOW ARE USED FOR THE ELECTRONIC BID BOND VERIFICATION PROCESS ONLY**

* Surety Registry Agency: Surety2000

* Bond ID: SFL17388539

The following fields will be auto-populated upon successful completion of the Bond Id verification process.

Surety Company: U.S. Specialty Insurance Company

Surety Address: 13403 Northwest Freeway

Surety City: Houston

Surety State: Texas

Bond Agency Name: Roger Bouchard Insurance, Inc.

Bond Agency Contact: Mark D. Pichowski

Bond Agency Phone: 727-447-6481

DocuSign Envelope ID: 4FCB7214-1F22-49A5-B0E3-710268DC4E43
Letting: 02/17/2020 - 12/20/2017 11:00:00 AM Florida Department of Transportation
Amendments Applied: 0 Vendor: F205269497 - Proshot Concrete, Inc

E2V83-R0 - 002
Lean FPN: 41022147201

Bond Agency Address: 101 Starcrest Drive
Bond Agency City: Clearwater
Bond Agency State: Florida

Bond Pct: 5
Maximum Bond Amt:
Execution Date: 12/18/2017 9:35:15 AM
Bond Status:
Executed By: Mark D. Pichowski
Phone: 727-447-6481
Countersigned: False

BID or PROPOSAL BOND

Bid Bond Method Selected: **Electronic Bid Bond**
Bond Verified Electronic Status:

NOTE: status 1 value indicates internet verification successful. Otherwise all other indicates the electronic Bid Bond for this proposal was NOT successfully verified electronically using the Bid Bond verification process, therefore failure of the surety to execute this bid bond, shall result in the bid being declared nonresponsive.

Bond Id: SFL17388539
Surety Registry Agency: Surety2000

KNOW ALL MEN BY THESE PRESENTS: That we, **Proshot Concrete, Inc,** as Principal (Bidder), and **U.S. Specialty Insurance Company** as Surety, are held and firmly bound unto the Florida Department of Transportation (hereinafter called the Obligee), in the full and just sum of **FIVE PERCENT (5%)** of the actual total of the Proposal referred to herein, in lawful money of the United States of America, to be paid to the Obligee, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, The said Principal is herewith submitting a proposal to the obligee for constructing or otherwise improving a road(s) and/or bridge(s) or building(s) in **DIST/ST-WIDE,,, County,** particularly known as Proposal No. **E2V83-R0,** lead Financial Project No. **41022147201,** Federal Aid Project No. **N/A**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within the time period as stipulated by the project specifications after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Obligee the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS DAY OF **12/18/2017 9:35:15 AM**

NAME OF SURETY: **U.S. Specialty Insurance Company** OF **Texas**

By: **Roger Bouchard Insurance, Inc.**
Florida Licensed Insurance Agent OR Attorney-In-Fact

Countersigned: **False**
Florida Licensed Insurance Agent

NOTE: As execution of this proposal specifically binds the principal bidder to the proposal guaranty obligations arising from this bid bond, failure of the principal bidder to execute this proposal, or failure of the surety to execute this bid bond, shall result in the bid being declared nonresponsive.

NOTE: No bid bond is required if the total amount of the bid is \$150,000 or

less

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid Errors: **False**



Bond No. 100378458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT BOND375-020-27
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, 256-764-5941
(Bidding Office Street Address, City, State, Zip and Phone #)(hereinafter called Principal or Contractor) and US Specialty Insurance Company
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 13403 Northwest Freeway, Houston, TX 77040
(City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum ofEight Hundred Forty Eight Thousand One Hundred Seventy Nine Dollars and No CentsDOLLARS (\$ 848,179.00), 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. These repairs include but
are not limited to, the sealing of slope, etc. in District Wide County(ies),
particularly known as Federal Aid Project No(s): N/AFinancial Project No(s). 41022147201, 41022137201Contract No. E2V83-R0,

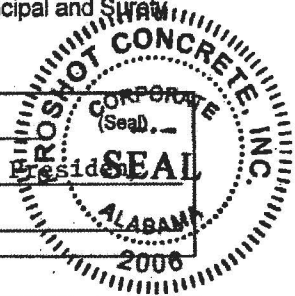
(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal 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 Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 25th day of January, 2018

Complete the following as appropriate

Entity Name: <u>Proshot Concrete, Inc</u>	
Authorized Signature: <u><i>Anthony M. Dougle</i></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 <u>Florida</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: <u><i>[Signature]</i></u> Florida Licensed Insurance Agent	<u>US Specialty Insurance Company</u> Surety Company Name (Print) (Seal)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: <u><i>[Signature]</i></u> Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: <u>Mark D. Pichowski</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>101 N Starcrest Drive, Clearwater, FL 33765</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: <u>727-447-6481</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:
District 2

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
OGC - 10/07

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 (If applicable, otherwise N/A), to represent US Specialty Insurance Company
(Surety Co.)
of Houston, Texas a company authorized to make surety bonds under the laws of the
State of Florida. (City and State)

Mark D. Pichowski further certifies that as Attorney-in-Fact
(Attorney-In Fact for Surety Co.)
for the said US Specialty Insurance Company has signed the attached bond in the sum of
\$ 848,179.00 on behalf of Proshot Concrete, Inc.
(Surety Co.)
(Contractor)
covering Financial Project No.(s) 41022147201, 41022137201 ;

Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform, etc. ;
Contract No.(s) E2V83-R0 ; in District Wide County(ies), Florida.

Said Attorney -In Fact further certifies that the premium on the
said bond is Ten Thousand Two Hundred and Twenty Nine and 00/100 Dollars , which will be paid in full direct to him/her as
Attorney-in-Fact, and included in his/her regular accounts to the said US Specialty Insurance Company
(Surety)
and that he/she will receive a regular commission of Thirty 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 25th day of January , 2018 by

Mark D. Pichowski He/She is personally known to me or has produced
(name of affiant)

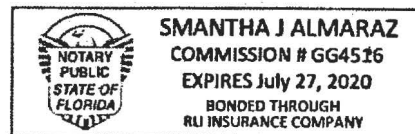
[Signature] as identification.
(type of identification)

[Signature] Smntha J. Almaraz July 27, 2020
(Notary Signature) (Notary's printed name) My commission expires

Notary Public State of Florida

COUNTERSIGNED (If applicable):

[Signature]
Florida Licensed Insurance Agent





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

MARK D. PICHOWSKI

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100378458, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY
By: Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of January, 2018.

Bond No. 100378458
Agency No. 11668



Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2018

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).

PRODUCER Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham AL 35223	CONTACT NAME: Susan Gore PHONE (A/C, No, Ext): 205-874-1305 E-MAIL ADDRESS: sgore@cobbsallen.com	FAX (A/C, No): 205-414-8105
	INSURER(S) AFFORDING COVERAGE	
INSURED ProShot Concrete, Inc. 4158 Musgrove Drive Florence AL 35630 PROSH-1	INSURER A: National Union Fire	NAIC # 19445
	INSURER B: Navigators Insurance Company	42307
	INSURER C: New Hampshire Ins. Company	23841
	INSURER D: Navigators Specialty Ins Co	36056
	INSURER E: Charter Oak Fire	25615
	INSURER F: Hudson Excess Insurance Company	

COVERAGES **CERTIFICATE NUMBER: 483302439** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:	Y	5342027	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded 250 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Coil Ded 500		4544820	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<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		GA17EXC874299IV	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	025893654	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E B F	Equipment Floater Pollution Excess Liability		QT8607H238532COF17 NY17ECP0A5J2QNC HXS1044301	9/1/2017 9/1/2017 9/1/2017	9/1/2018 9/1/2018 9/1/2018	Leased / Rented 500,000 Pollution 2,000,000 Excess Liab Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named additional insured as respects General Liability as required by written contract.

CERTIFICATE HOLDER Florida Department of Transportation - District 2 1109 South Marion Avenue Mail Station 2015 Lake City FL 32025-5874	CANCELLATION 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
--	--

POLICY NUMBER: GL 534-20-27

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1109 South Marion Avenue
Lake City, Florida 32025-5874

**MIKE DEW
SECRETARY**

February 5, 2018

Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35630
256-764-5941 / cdill@proshotconcrete.com
Vendor Number: F205269497004

Contract No. E2V83-R0
Financial Project No.(s) 41022147201, 41022137201
County: District Wide
Letting Date: December 20, 2017
Award Date: January 22, 2018
Contract Amount: \$848,179.00
Contract 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.
Execution Date: February 5, 2018
Surety Company: US Specialty Insurance Company
Houston, TX

Dear Sir/Madam:

The subject contract was executed on February 5, 2018, and a copy is attached. Please print and retain a copy for your files and forward a copy to your bonding company.

Sincerely,

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.)
Cassandra Howell, Maintenance (E-mail Execute Documents, Spec. Pkg.)
Joe Griffith, Project Manager (E-mail Execute Documents, Spec. Pkg.)
Barbara Brannon, Maintenance (E-mail Execute Documents, Spec. Pkg.)
Tom Swafford, Fin. Services D2.Finance@dot.state.fl.us

MEMORANDUM
DISTRICT 2 PURCHASING

DATE: February 5, 2018

TO: District Two Legal
James Hannigan

FROM: April Wood, District Contracts
386-758-3703

SUBJECT: **E2V83-R0, Proshot Concrete, Inc.**
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.

Please review and approve one original copy of the District Contract. Sign at the stickers and return to our office.

Division of Corporation, Surety, General Liability, and Worker's Compensation information attached to this transmittal.

This is a maintenance contract OVER \$250,000.00. Please review insurance coverage amounts, per requirements of Standard Road and Bridge Construction, Section 7-13.

Please remember by procedure we only have 5 business days to execute this contract.

THIS CONTRACT MUST BE EXECUTED ON OR BEFORE FEBRUARY 7, 2018.

Please call if you have questions or concerns.

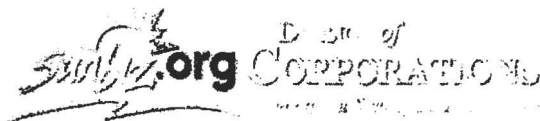
Thanks

Attachments: District Contracts	-1 (Signature Needed)
Contract Bonds	-1
Contract Affidavits	-1
Power of Attorney for bond	-1
General Liability Cert.	-1
Encumbrance	-1
Unit Bid Prices	-1
Bid Documents	-1

cc: Bid file

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Foreign Profit Corporation
PROSHOT CONCRETE, INC.

Filing Information

Document Number F06000005484
FEI/EIN Number 20-5269497
Date Filed 08/21/2006
State AL
Status ACTIVE

Principal Address

4158 MUSGROVE DR.
FLORENCE, AL 35630

Mailing Address

P.O. BOX 1636
FLORENCE, AL 35631

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/28/2010

Address Changed: 10/28/2010

Officer/Director Detail

Name & Address

Title P

MCDUGLE, TONY
4158 MUSGROVE DR.
FLORENCE, AL 35630

Annual Reports

Report Year	Filed Date
2015	02/12/2015
2016	03/01/2016
2017	03/09/2017

<u>Document Images</u>	
<u>03/09/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/01/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/15/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/30/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/28/2010 -- Reg. Agent Change</u>	View image in PDF format
<u>04/11/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/21/2006 -- Foreign Profit</u>	View image in PDF format

Florida Department of State, Division of Corporations

Company Directory: Search Results

This information is current as of 2/2/2018

U.S. SPECIALTY INSURANCE COMPANY

FEIN	52-1504975
Florida Company Code	01911
NAIC Company Code	29599
Company Type	PROPERTY AND CASUALTY INSURER
Home State	TX
Web Site	http://WWW.USSIC.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	10/24/1988

Addresses

Type	Address	Phone
MAILING	13403 NORTHWEST FREEWAY, HOUSTON TX 77040 United States	(713) 462-1000
ADMINISTRATIVE	13403 NORTHWEST FREEWAY, HOUSTON TX 77040 United States	(713) 462-1000
POLICY HOLDER RELATIONS	13403 NORTHWEST FREEWAY, HOUSTON TX 77040 United States	(713) 462-1000
HOME	13403 NORTHWEST FREEWAY, HOUSTON TX 77040 United States	
LOCATION OF RECORDS		(713) 462-1000

13403 NORTHWEST FREEWAY,
HOUSTON TX 77040
United States

Authorized Lines of Business

Line of Business	Type
BAILBONDS	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE
FIRE	DIRECT AND REINSURANCE
CREDIT	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
MISCELLANEOUS CASUALTY	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	FRED H NEBEN
PIP Address	13403 NORTHWEST FREEWAY

HOUSTON TX 77040

Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

[New Search](#)

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Floricorp

then the search will return all the names that have "Floricorp" in any part of the record. For example:

FLORICORP, INC.
FLORICORP PROPERTY AND CASUALTY COMPANY
SOUTHERN FLORICORP UNLIMITED

If you entered

Floricorp P

you would get only

FLORICORP PROPERTY AND CASUALTY COMPANY

Note that even though the whole name is searched, the service still looks for an exact match. So if you entered

FLORICORP,

(i.e., with a comma) you would only get

FLORICORP, INC.

Company Directory: Search Results

This information is current as of 2/2/2018

NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

FBIN	25-0687550
Florida Company Code	01515
NAIC Company Code	19445
Company Type	PROPERTY AND CASUALTY INSURER
Home State	PA
Web Site	http://WWW.AIG.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	01/15/1915

Addresses

Type	Address	Phone
LOCATION OF RECORDS	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 770-7000
MAILING	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 458-7940
POLICY HOLDER RELATIONS	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 458-3732
ADMINISTRATIVE	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 770-7000

HOME

2595 INTERSTATE DRIVE, SUITE 103,
 HARRISBURG-PA 17110
 United States

Authorized Lines of Business

Line of Business	Type
MISCELLANEOUS CASUALTY	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
PPA PHYSICAL DAMAGE	DIRECT AND REINSURANCE
CREDIT	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
MEDICAL MALPRACTICE	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
PRIVATE PASSENGER AUTO LIABILITY	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
MORTGAGE GUARANTY	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE

FIRE	DIRECT AND REINSURANCE
HOME WARRANTIES	DIRECT AND REINSURANCE
AUTO WARRANTIES	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	JOHN KEVIN SLANEY
PIP Address	17300 WEST 119TH STREET OLATHE KS 66062

**Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223**

[New Search](#)

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FLORICORP PROPERTY AND CASUALTY COMPANY

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FLORICORP,

(i.e., with a comma) you would only get

FLORICORP, INC.

Company Directory: Search Results

This information is current as of 2/2/2018

NAVIGATORS INSURANCE COMPANY

FEIN	13-3138390
Florida Company Code	01961
NAIC Company Code	42307
Company Type	PROPERTY AND CASUALTY INSURER
Home State	NY
Web Site	http://WWW.NAVG.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	04/26/1989

Addresses

Type	Address	Phone
POLICY HOLDER RELATIONS	1375 EAST WOODFIELD ROAD, SUITE 720, SCHAUMBURG IL 60173 United States	(847) 285-9044
HOME	ONE PENN PLAZA - 32ND FLOOR, NEW YORK NY 10119-0002 United States	
ADMINISTRATIVE	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6090
LOCATION OF RECORDS	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335
MAILING		(203) 905-6335

400 ATLANTIC STREET, 8TH FLOOR,
 STAMFORD CT 06901
 United States

Authorized Lines of Business

Line of Business	Type
INLAND MARINE	DIRECT AND REINSURANCE
FIRE	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
INDUSTRIAL FIRE	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE

New Search

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Floricorp

then the search will return all the names that have "Floricorp" in any part of the record. For example:

FLORICORP, INC.
FLORICORP PROPERTY AND CASUALTY COMPANY
SOUTHERN FLORICORP UNLIMITED

If you entered

Floricorp P

you would get only

FLORICORP PROPERTY AND CASUALTY COMPANY

Note that even though the whole name is searched, the service still looks for an exact match. So if you entered

FLORICORP,

(i.e., with a comma) you would only get

FLORICORP, INC.

Company Directory: Search Results

This information is current as of 2/2/2018

NEW HAMPSHIRE INSURANCE COMPANY

FEIN	02-0172170
Florida Company Code	01530
NAIC Company Code	23841
Company Type	PROPERTY AND CASUALTY INSURER
Home State	IL
Web Site	http://WWW.AIG.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	01/15/1915

Addresses

Type	Address	Phone
LOCATION OF RECORDS	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 770-7000
POLICY HOLDER RELATIONS	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 458-3732
MAILING	175 WATER STREET, 18TH FLOOR, NEW YORK NY 10038 United States	(212) 458-7940
ADMINISTRATIVE	500 WEST MADISON STREET, SUITE 3000, CHICAGO IL 60661 United States	(212) 770-7000
HOME		

500 WEST MADISON STREET, SUITE 3000,
 CHICAGO IL 60661
 United States

Authorized Lines of Business

Line of Business	Type
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
PPA PHYSICAL DAMAGE	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
SERVICE WARRANTIES (NON-AUTO)	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
INDUSTRIAL FIRE	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
PRIVATE PASSENGER AUTO LIABILITY	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
AUTO WARRANTIES	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
MULTI PERIL CROP	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
FIRE	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE

OCEAN MARINE	DIRECT AND REINSURANCE
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	JOHN KEVIN SLANEY
PIP Address	17300 WEST 119TH STREET OLATHE KS 66062

Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

[New Search](#)

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FLORICORP, INC.

Company Directory: Search Results

This information is current as of 2/2/2018

NAVIGATORS SPECIALTY INSURANCE COMPANY DBA NIC INSURANCE COMPANY

FEIN	13-3536448
Florida Company Code	S2215
NAIC Company Code	36056
Company Type	SURPLUS LINES
Home State	NY
Web Site	http://WWW.NAVG.COM
Authorization Type	LETTER OF ELIGIBILITY
Authorization Status	ACTIVE
First Licensed in Florida Date	05/09/2002

Addresses

Type	Address	Phone
HOME	ONE PENN PLAZA - 32ND FLOOR, NEW YORK NY 10119-0002 United States	
POLICY HOLDER RELATIONS	1375 EAST WOODFIELD ROAD, SUITE 720, SCHAUMBURG IL 60173 United States	(847) 285-9044
LOCATION OF RECORDS	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335
ADMINISTRATIVE	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6090

MAILING	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335
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Authorized Lines of Business

Line of Business	Type
SURPLUS LINES PROPERTY & CASUALTY 626.918 (2)(B)	DIRECT AND REINSURANCE

New Search

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(i.e., with a comma) you would only get

FLORICORP, INC.

Company Directory: Search Results

This information is current as of 2/2/2018

THE CHARTER OAK FIRE INSURANCE COMPANY

FEIN	06-0291290
Florida Company Code	01205
NAIC Company Code	25615
Company Type	PROPERTY AND CASUALTY INSURER
Home State	CT
Web Site	http://WWW.TRAVELERS.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	10/27/1940

Addresses

Type	Address	Phone
POLICY HOLDER RELATIONS	ONE TOWER SQUARE, MS08A, HARTFORD CT 06183 United States	(860) 277-1248
LOCATION OF RECORDS	ONE TOWER SQUARE, HARTFORD CT 06183 United States	(860) 277-0111
HOME	ONE TOWER SQUARE, HARTFORD CT 06183 United States	
ADMINISTRATIVE	ONE TOWER SQUARE, HARTFORD CT 06183 United States	(860) 277-0111
MAILING		(860) 277-3966

ONE TOWER SQUARE,
HARTFORD CT 06183
United States

Authorized Lines of Business

Line of Business	Type
FIRE	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
MEDICAL MALPRACTICE	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
FARMOWNERS MULTI PERIL	DIRECT AND REINSURANCE
EARTHQUAKE	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE

LIVESTOCK

DIRECT AND
REINSURANCE

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	LYNETTE COLEMAN
PIP Address	CHARTER OAK FIRE INS CO C/O CSC- 1201 HAYS STREET TALLAHASSEE FL 32301

Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

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Company Directory: Search Results

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HUDSON EXCESS INSURANCE COMPANY

FEIN	45-5271776
Florida Company Code	21326
NAIC Company Code	14484
Company Type	SURPLUS LINES
Home State	DE
Web Site	http://WWW.HUDSONINSGROUP.COM
Authorization Type	LETTER OF ELIGIBILITY
Authorization Status	ACTIVE
First Licensed in Florida Date	04/17/2014

Addresses

Type	Address	Phone
HOME	1209 ORANGE STREET, WILMINGTON DE 19801 United States	
POLICY HOLDER RELATIONS	100 WILLIAM STREET, 5TH FLOOR, NEW YORK NY 10038 United States	(212) 978-2876
LOCATION OF RECORDS	100 WILLIAM STREET, 5TH FLOOR, NEW YORK NY 10038 United States	(212) 978-2876
MAILING	100 WILLIAM STREET, 5TH FLOOR, NEW YORK NY 10038 United States	(203) 977-6020
ADMINISTRATIVE		(212) 978-2800

100 WILLIAM STREET, 5TH FLOOR, NEW YORK NY 10038 United States
--

Authorized Lines of Business

Line of Business	Type
SURPLUS LINES PROPERTY & CASUALTY 626.918 (2)(B)	DIRECT AND REINSURANCE

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FLORICORP, INC.



JIMMY PATRONIS
FLORIDA'S CHIEF FINANCIAL OFFICER

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Locations Detail Page

This database was last updated Monday, February 05, 2018 12:16 AM.

[Return to Employer Detail Page](#)

PROSHOT CONCRETE INC
Policy Number: WC025893654

Effective Date	Cancellation Effective at 12:01 A.M.	Street Address	City	State	Zip	*Total Number of Employees
Sep 1 2017	Current					1
Sep 1 2017	Current	4168 MUSGROVE DR	FLORENCE	AL	36630-6396	**Not Reported

*Represents the total number of employees as reported by the insurance carrier
**Carriers were not required to report the total number of employees for policies issued prior to October 1, 2009

[Return to Search Page](#)



PROSHOT CONCRETE, INC
SHOTCRETE CONTRACTORS & ENGINEERS

Florida Department of Transportation
1109 South Marion Ave. MS 2015
Lake City, FL. 32025

This letter is to authorize Mr. Donnie Barnes, to sign documents on behalf of Proshot Concrete, Inc.

If you have any questions please call me at 256-764-5941

A handwritten signature in black ink, appearing to read 'Anthony McDougale', written over a horizontal line.

Anthony McDougale, President

Under penalties of perjury, I declare that I have read the information contained in this document and confirm the facts stated are accurate and true.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946

WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

ATTACHMENT "B"

September 22, 2017
PREPARED BY: Joe Griffith
Christy Browning



SPECIFICATIONS PACKAGE
CONTRACT NUMBER: E2V83
FINANCIAL PROJECT ID(S): 410221-4-72-01 & 410221-3-72-01
CALENDAR DAYS: 365
DISTRICT TWO
DISTRICT WIDE COUNTY

INTENT AND SCOPE: 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 Segmental/Box Girders, fender system repairs, and the restoration of spalled concrete areas.

The July 2017 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature and Seal:

Prepared by: Keith Campbell
Date: 9/4/17
Fla. License No.: 44630
Firm Name: Florida Department of Transportation
Firm Address: 710 Lake Noyah Rd Suite 202
City, State, Zipcode: Lake City Fl. 32055-2621
Certificate of Authorization Number: NA
Page(s): 1-37

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SPECIAL PROVISIONS

DEFINITIONS AND TERMS.**(REV. 2-25-16) (7-17)**

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, work documents, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of 'Engineer' is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

ARTICLE 1-3. The definition of "Plans" is deleted and replaced by the following

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to "the plans" mean the Department's Design Standards, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to "the

plans” mean such plans and the Department’s Design Standards, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

ARTICLE 1-3 is expanded by the following

Work Document.

Work Documents identify the location, description, amount of work to be accomplished, and time allotted to complete the work.

PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS.

(REV 3-15-16) (7-17)

ARTICLE 2-1 is deleted and the following substituted:

2-1 Contractor Experience.

The Department does not require a Contractor to have a certificate of qualification if bidding Maintenance contracts. Maintenance contracts may require potential bidders to have and document certain experience in the type of work required for the contract. If this requirement is applicable to a contract, detailed experience requirements will be listed in the advertisement and a form will be included with the bid package to document such experience. The form must be fully and accurately completed by the potential bidder and received by the Department before or at the opening of the bids.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK.**(REV 11-3-15) (FA 1-27-16) (7-17)**

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address:

<https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>.

Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact the Plans Review Engineer at (386) 758-3715.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

**AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.
(REV. 4-27-16) (7-17)**

SUBARTICLE 3-2.2 is deleted.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (7-17)**

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025**

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 2-15-17) (7-17)**

ARTICLE 4-1 is deleted and the following substituted:

The work under this Contract consists of 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 Segmental/Box Girders, fender system repairs, and the restoration of spalled concrete areas..

The summary of pay items for this project is listed in the Bid Price Proposal.
Pay item quantities shall replace “plan quantities” in all instances in the Contract Documents and will be determined by calculation in accordance with 9-1.3.1 regardless of designation elsewhere.

CONTROL OF THE WORK – WORK DOCUMENTS.
(REV. 10-7-15) (7-17)

ARTICLE 5-1 is expanded by the addition of the following new Subarticle:

5-1.7 Work Documents: For Contracts in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the Work Document is received in person, by fax or by certified mail. The Contractor is expected to respond and begin work within five working days of receipt of any subsequent Work Document, or on the date specified in the Work Document. For renewed contracts, begin work five working day after receipt of all Work Document or on the date specified in the Work Document.

If the Contractor does not begin work by the end of the day specified in in this Subarticle, or if the assignment of work in the Work Document is not complete within the number of days stipulated in the Work Document, then the Contractor and the Department agree that the Department will assess the Contractor, per day, not as a penalty but as liquidated damages, 1% of the total Work Document amount or the amount shown in Subarticle 8-10.2 (Amount of Liquidated Damages), whichever is less.

The Engineer will issue Work Documents for locations that represent a minimum of one day's work; however, priority Work Documents may not necessarily represent one day's work. All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements.

Upon completion of the assigned work, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be inspected to verify quantity and quality prior to approval of the Work Document.

Should inclement weather limit or stop the work, immediately notify the Engineer of work stoppage. The end date of a Work Document may be extended by the Engineer for reason of inclement weather or other unforeseen circumstances, when timely notice is provided by the Contractor.

Schedule work in a manner that prevents delays, stoppages and rework.

ARTICLE 5-8 is deleted and the following substituted:

5-8 Contractor's Supervision.

5-8.1 Prosecution of Work: Give the work the constant attention necessary to ensure the scheduled progress, and cooperate fully with the Engineer and with other contractors at work in the vicinity.

Contact the Engineer before starting work each day to report activity and work locations.

5-8.2 Contractor's Superintendent: Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is capable of properly interpreting the Contract Documents, and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Furnish such superintendence regardless of the amount of work sublet.

Provide a superintendent who speaks and understands English and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. At the pre-work conference, provide the phone numbers and names of personnel designated to be contacted in cases of emergencies.

SUBARTICLE 5-10.2 is expanded by the following:

Upon completion of the work and before final payment is made, remove from the job site any surplus materials or waste, and restore the job site area to conditions acceptable to the Engineer.

ARTICLE 5-11 is deleted and the following substituted:

5-11 Final Acceptance.

When, upon completion of the final maintenance inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will provide the Contractor a written Notice of Beginning and Completion of Maintenance Projects.

DISCHARGE TO OR WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE.

(REV 6-9-15) (FA 7-22-15) (7-17)

SUBARTICLE 7-2.2 is expanded by the following:

The "State of Florida Department of Environmental Protection (DEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities" applies to this Contract. Obtain a copy of the permit through the Department's website and comply with the requirements of the permit. The URL for obtaining a copy of the permit is http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

In accordance with the requirements of the DEP generic permit, accept responsibility for the following:

(a) Preparation, execution and submission of DEP Generic Permit Notice of Intent (NOI) and payment of associated fee(s)

(b) Preparation and submission of Erosion Control Plan as outlined in Section 104

(c) Any Contractor initiated SWPPP modifications

(d) Performing inspections using a qualified inspector

(e) Completion of SWPPP construction inspection reports

(f) Executing associated certification forms provided by the Engineer

(g) Preparation, execution and submission of Notice of Termination

(NOT) of the DEP Generic Permit coverage.

Use the SWPPP Construction Inspection Form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – OPERATIONS WITHIN THE RAILROAD RIGHT-OF-WAY.

(REV 3-11-16) (FA 8-2-16) (7-17)

SUBARTICLE 7-11.4 is deleted and the following substituted:

7-11.4 Operations Within Railroad Right-of-Way:

7-11.4.1 Notification to the Railroad Company:

7-11.4.1.1 CSX Transportation (CSXT), Norfolk Southern (NS), and Department-Owned Rail Corridors: Submit written notification to the Engineer at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

7-11.4.1.2 Florida East Coast Railway (FEC): Submit written notification to the Chief FEC Engineer or authorized Railway Representative at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

Contact the FEC Signal Office at 904-279-3182 at least 30 days prior to any traffic signal work within 500 feet of a signalized, at-grade, rail-highway crossing.

7-11.4.2 Contractor's Responsibilities: Comply with requirements deemed necessary by the railroad company's authorized representative to safeguard the railroad's property and operations. Do not perform temporary lane closures, lane shifts or detour routes within the railroad company right-of-way without railroad approval.

The Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right-of-way.

7-11.4.2.1 CSXT: Comply with the Construction Submission Criteria of the CSXT Public Project Information document and Construction Requirements sections of the

CSXT Pipeline and Wireline Design and Construction Specifications prior to beginning work. These documents are available at the following URL:

<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/CSXT.shtm>.

Perform no work within the limits of the railroad right-of-way on CSXT holidays. CSXT holidays are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, and New Year's Eve. Holidays falling on Saturday are observed on Friday and those falling on Sunday are observed on Monday.

7-11.4.2.2 NS: Comply with the NS Special Provisions for Protection of Railway Interests (Appendix E) and the Construction Requirements (Appendix 4.3) of the NS Public Projects Manual document prior to beginning and during all work. These documents are available at the following URL: [http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/Public Projects Manual.pdf](http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/Public%20Projects%20Manual.pdf).

7-11.4.2.3 FEC: Complete the On-Track Contractor Roadway Worker Training Course for FEC Railway. Contact FEC Railway at 1-800-342-1131 for training information.

Costs incurred by the railroad for Contractor caused delays that adversely impact railway operations will be forwarded to the Contractor for payment. If the Contractor fails to pay said costs, the Department will deduct the amount from payments to be made to the Contractor.

7-11.4.3 Watchman or Flagging Services:

7-11.4.3.1 CSXT, NS, and FEC:

7-11.4.3.1.1 General: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Department will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

7-11.4.3.1.2 CSXT: Submit schedules and schedule changes to the Engineer so the Department can coordinate the scheduling of flagging resources. Projects with less than 20 consecutive days of flagging services require a CSXT short-term flagger and 45 days written advance notice. Submit the 45 days written advance notice to the Engineer. Projects with 20 or more consecutive days of flagging services require a CSXT long term flagger. The Department will submit the 6 months written advance notice to CSXT.

7-11.4.3.1.3 NS: Submit schedules and schedule changes to the Engineer so the Department can coordinate the scheduling of flagging resources. Projects with less than 20 consecutive days of flagging services require a NS short-term flagger and 45 days written advance notice. Submit the 45 days written advance notice to the Engineer. Projects with 20 or more consecutive days of flagging services require a NS long term flagger. The Department will submit the 6 months written advance notice to NS.

7-11.4.3.1.4 FEC: Contact FEC Railway at 1-800-342-1131, ext. 2377, to request signal locates and railroad watchmen or flagging services at least 72 hours prior to railroad right-of-way encroachments. When requesting railroad watchman or flagging services, identify the work as a Florida Department of Transportation project.

7-11.4.3.2 Department-Owned Rail Corridors: The Department will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project.

For projects involving the South Florida Rail Corridor (SFRC), contact the South Florida Regional Transportation Authority (SFRTA) at 954-788-1788 at least 30 days prior to rail corridor right-of-way encroachments to coordinate the scheduling of flagging resources.

For projects involving the Central Florida Rail Corridor (CFRC), submit written advance notice to the Engineer at least 30 days prior to rail corridor right-of-way encroachments so the Department can coordinate the scheduling of flagging resources.

UTILITY WORK.
(REV 2-10-94) (7-17)

SUBARTICLE 7-11.5.3 is expanded by the following:

For this project, no utility work involving facilities owned by other agencies is anticipated.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
CONTRACTOR’S RESPONSIBILITY FOR WORK.**
(REV 5-27-15) (7-17)

Article 7-14 is deleted and the following substituted:

7-14 Contractor’s Responsibility for Work.

Until the Department’s acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

(REV 4-25-02) (FA 7-17-02) (7-17)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

7-27.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.”

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Department’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-27.3 Dissemination of Policy: All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities.

7-27.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

- (1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- (3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.
- (4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect

persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-27.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-27.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

(1) The number of minority and nonminority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-17)**

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
SCRUTINIZED COMPANIES.**

(REV 4-20-16) (7-17)

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS.

(REV. 10-8-15) (7-17)

ARTICLE 8-1 is deleted and the following substituted:

8-1 Subletting or Assigning of Contracts.

Do not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of any 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 provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable to the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the request.

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.

Execute all agreements to sublet work in writing and include all pertinent provisions, specifications and requirements of the Contract. Upon request, furnish the Department with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective responsibilities and liabilities under the Contract and Contract Bond.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

PROSECUTION AND PROGRESS.**(REV. 10-8-15) (7-17)**

ARTICLE 8-2 is deleted and replaced by the following:

8-2 Work Performed by Equipment Rental Agreement.

Rental agreements will not be considered subcontracts.

SUBARTICLE 8-3.2 is deleted.

SUBARTICLE 8-3.3, the last sentence has been deleted and the following substituted:

The Department will issue the Notice to Proceed within 20 days after the Department's execution of the Contract.

SUBARTICLE 8-3.5 is deleted and the following substituted:

8-3.5 Preconstruction Conference: Immediately after executing the Contract but before the Contractor begins work, the Engineer will call a pre-work conference at a location the Engineer designates to go over the work required by the Contract. Attend this meeting, along with the Department and any utility companies that will be involved with the work.

PROSECUTION AND PROGRESS - EQUIPMENT.**(REV 3-2-17) (7-17)**

ARTICLE 8-4 is expanded by the addition of the following new Subarticle:

8-4.10 Equipment: Equip vehicles and mobile equipment used on the project with a minimum of one class 2 amber or white flashing light that meets the Society of Automotive Engineers recommended practice SAE J845 and SAE J1318. The Engineer may require a white flashing light meeting the above requirements when conditions reduce the effectiveness of amber light (i.e., at night under high intensity discharge lights such as sodium vapor).

Ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.

Park vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park

equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Engineer to be prohibitive.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://wbt.dot.state.fl.us/ois/EnvironmentalManagementOffice/index.html>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

PROSECUTION AND PROGRESS – SUSPENSION OF CONTRACTOR'S OPERATIONS.

(REV 9-8-16) (7-17)

ARTICLE 8-6 is expanded by the addition of the following new Subarticle:

8-6.5 Suspension of Contractor's Operations: Unless otherwise authorized or required by the Engineer, perform no work on Saturday & Sunday. Perform all work between the hours of 7:00am to 5:30pm, Monday through Friday. Night work to be performed between the hours of 7:00pm to 5:30am, Sunday through Thursday.

Contract time will be charged during these Suspension periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for compliance with Sections 102 and 104 during such periods.

PROSECUTION AND PROGRESS – CONTRACT TIME EXTENSIONS.

(REV 2-15-17) (7-17)

SUBARTICLE 8-7.3.2 is deleted and the following substituted:

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in

delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

(2) Utility work actually affected progress toward completion of controlling work items.

(3) The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

ARTICLE 8-8 is deleted and the following substituted:

8-8 Contractor Non-Responsibility.

Section 337.16(2) of the Florida Statutes and Rule 14-22, Florida Administrative Code (FAC), establish certain requirements for Contractors bidding on or any Maintenance Contracts, and authorize ineligibility to bid due to Contractor non-responsibility.

The Department will review and rate the performance of each Contractor using the Contractor Field Performance Report. The Contractor will receive written notification of the Field Performance Report and will be given an opportunity to resolve disputes concerning the rating.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (i and k), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

- (a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;
- (b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
- (c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
- (d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
- (e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
- (f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
- (g) makes an assignment for the benefit of creditors;
- (h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
- (i) fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
- (j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
- (k) fails to comply with 3-9.
- (l) fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of time specified by the Department after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (b), (c), (d), (e), (f) or (h), commits a second or subsequent act of default for any reason covered by the same subparagraph (b), (c), (d), (e), (f) or (h) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will,

upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (i), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (k), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full authority to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the

Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

PROSECUTION AND PROGRESS – RENEWAL OPTION.

(REV 3-10-14) (7-17)

SECTION 8 is expanded by the addition of the following new Article:

8-13 Renewal Option.

This contract has a renewal option. Contracts may be renewed for a period(s) that may not exceed three years or the term of the original contract, whichever period is longer. This Contract will have 2 renewal periods of 12 months each. The renewal will be subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original contract and the supplemental agreement(s) determined by the Engineer to continue into the renewal period. Renewals will be made at the sole discretion and option of the Department and must be agreed to in writing by both parties.

If the Department elects to renew this Contract, renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor as determined by the Department.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

(REV 8-12-16) (7-17)

SUBARTICLE 9-2.1 is expanded as follows:

Request payment for work completed and accepted by the Department by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. If required by the Engineer, furnish photos of the completed work at each location with the invoice. Submit the invoice no more often than once every 28 days to the Engineer in charge of the project. Upon receipt and approval, payment will be made less an amount retained or withheld in the Contract.

For Lump Sum contracts, within 21 calendar days after contract award or at the pre-work meeting, whichever is earlier, prepare and submit to the Engineer a schedule of values. With the Engineer's approval, the schedule of values will be the basis for determining monthly payments.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3.1 is deleted and the following substituted:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error. The term “substantial error” is defined as the smaller of (a) or (b) below:

- (a) a difference between the original plan quantity and final quantity of more than 5%,
- (b) a change in quantity which causes a change in the amount payable of more than \$5,000.

SUBARTICLE 9-5.1 is deleted and the following substituted:

9-5.1 General: If the Contract Time extends over a period in excess of 45 calendar days, the Contractor may claim partial payment for work completed and accepted by the Department by submitting an invoice. The actual reimbursement to the contractor will be based on:

- 1. the items shown in the schedule of values completed for the Lump Sum contract, or
- 2. the pay items and the unit prices contained in the Contract Document completed, and accepted by the Engineer in charge .

Contract amount is defined as the original contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each project on multiple project Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

An amount may be retained from a Contractor’s payment until final acceptance of materials or work at the end of a burn-in or establishment period. The amount retained will be determined in accordance with the following schedule:

Percentage Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10 % of value of work completed exceeding 75% of Contract Amount.

The Engineer will make payments based upon invoices submitted by the Contractor in accordance with 9-2.1.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-8 is deleted and the following substituted:

9-8 Acceptance and Final Payment.

Submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) to the Department within 90 days of submittal of the final invoice. Failure to submit this form may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

**CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.
(REV 1-28-15) (7-17)**

SUBARTICLE 100-1 is expanded by the following:

Clearly and legibly identify the owner of all equipment on the Department's right-of-way.

MOBILIZATION.**(REV 7-29-13) (7-17)**

SUBARTICLE 101-2.1 is deleted and the following substituted:

101-2.1 When a Separate Item is Included in the Proposal: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

Payment will be made under the items specified in the Bid Price Proposal.

SUBARTICLE 101-2.2 is deleted and the following is substituted:

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

MOBILIZATION – EMERGENCY MOBILIZATION.**(REV 12-2-14) (7-17)**

ARTICLE 101-2 is expanded by the following:

101-2.4 Emergency Mobilization: Provide a contact 24-hours-per-day and 7-days-per-week (including all holidays) to receive and respond in person to verbal and/or written work directions for the duration of this Contract. This contact must be available to meet with the Engineer or designated representatives as needed or will be required to respond by telephone within 30 minutes of being notified. Advise the Engineer of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the Engineer. After notification, report to the emergency work site location(s) within 4 hour(s) prepared to secure the site and begin working.

MAINTENANCE OF TRAFFIC.**(REV 10-27-16) (7-17)**

ARTICLE 102-3 is expanded by the following new Subarticle:

102-3.4 MOT Maintenance Services: Provide personnel to perform MOT setup, maintenance and take-down duties when a Work Document is issued...

Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of devices are ready to begin. Travel time to and from the work site

is not included. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer. Notify the Engineer when time ends and setup or take-down begins.

Mobilization and all costs incurred will be considered incidental to the work. Emergency mobilization will be paid when a Work Document is issued with a start date of less than 72 hours.

SUBARTICLE 102-5.4 is deleted and the following substituted:

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-7 is expanded by the following:

Provide off-duty law enforcement officer when required by the Work Document or as directed by the Engineer.

SUBARTICLE 102-9.17 is deleted and the following substituted:

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the APL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Install either alternating black with yellow or white with orange sheeting on the rear of trailer mounted attenuators and on truck mounted attenuators, in both the operating and raised position. Use Type III (work zone) or Type IV sheeting consisting of 4 or 6 inch wide stripes installed to form chevrons that point upward. All sheeting except black shall be retroreflective.

Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.23 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.25 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

ARTICLE 102-13.1 is deleted and the following substituted:

MAINTENANCE OF TRAFFIC.
(REV 9-6-17)

Subarticle 102-13.1 is expanded by the following new Subarticles:

102-13.1.1 When No Lane Closure is Required: If repairs are such that no lane closure is needed and construction signs and cones are used for site information and encroachment only, include the cost of the signs and cones in the items of work.

102-13.1.2 When Lane Closure is Required: If repairs are such that a lane closure is needed, include all costs for traffic control devices under Maintenance of Traffic, per location. Traffic control devices include, but are not limited to, all construction signs, barricades, cones, flagmen, flashing arrow boards, attenuator truck, variable message signs, a Certified Traffic Control Supervisor on site at all times while lanes are closed, and any other traffic control devices needed for the safe facilitation of traffic through the work zone area. All lane closures must be approved in advance by the Department in accordance with 102-3.3. Meet the requirements of Design Standard Index 600 for location of traffic control devices.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be include for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

SUBARTICLE 13.22 is deleted and the following substituted:

102-13.22 MOT Maintenance Services: Price and payment will be full compensation for work performed.

102-13.25 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site.

102-13.26 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

**PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION - SAND FILL.
(REV 9-6-17)**

ARTICLE 104-1 is expanded by the following:

Provide, spread and compact sand fill for eroded areas.

ARTICLE 104-9 is expanded by the following:

The quantity to be paid for will be the cubic yards of sand fill provided, spread and compacted to repair eroded areas.

ARTICLE 104-10 is expanded by the following:

Price and payment will be full compensation for all work, including mobilization, labor and equipment for preparing and filling eroded areas with sand fill.

**CLEARING AND GRUBBING – CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN.
(REV 8-23-17)**

ARTICLE 110-2 is expanded by the following new Subarticle:

110-2.5 Cleaning Interior of Segmental Box Girder Span: Remove and dispose of material and all debris (pigeon droppings, etc.) up to a maximum of 1,125 square feet per each interior of segmental box girder span. Meet all OSHA requirement for worker safety and all Federal, State, and Local Rules and Regulations. Check and monitor air in the girder before entering and until work is completed. Any access that is fastened or welded must be restored to its original state on completion of work.

ARTICLE 110-11 is expanded by the following new Subarticle:

110-11.9 Cleaning interior of Segmental Box Girder Span: The quantity to be paid will be the area, in square feet, of box girder span interior cleaned.

Article 110-12.8 is deleted and the following substituted:

110-12.8 Cleaning Interior of Segmental Box Girder Span: Price and payment will be full compensation for the labor, materials and equipment required to complete the work.

110-9 Payment: Payment will be made in accordance with the pay items listed in the bid price proposal.

**PORTLAND CEMENT CONCRETE.
(REV 9-6-17)**

SUBARTICLE 346-2.2 is expanded by the following:

Provide a rapid-hardening material for all deck repairs. The type of cement used must reach compressive strength of 3000 psi in two hours. .

**CONCRETE STRUCTURES – CONCRETE SURFACES CLEANING.
(REV 9-6-17)**

SUBARTICLE 400-22.6 is deleted and the following substituted:

400-22.6 Cleaning and Coating Concrete Surfaces: The quantity to be paid for will be the total area, in square feet, of concrete surface cleaned. Cleaning will be above water on structures and from roadway and shoulder.

SUBARTICLE 400-23.7 is deleted and the following substituted:

400-23.7 Cleaning of Concrete Surfaces: Price and payment will be full compensation for the mobilization to the areas and labor and materials required to complete the work.

**RESTORE SPALLED AREAS – THERMOSETTING POLYMER CONCRETE.
(REV 9-6-17)**

Use thermosetting polymer concrete classified as a rapid-hardening material that will reach compressive strength of 3000 psi in two hours.

**STRUCTURES FOUNDATIONS.
(REV 9-6-17)**

ARTICLE 455-3 is expanded by the following:

Wrap pile clusters, minimum three wraps, using 1/2 inch diameter, 6x37 class IWRC, type 316 stainless steel wire rope with a minimum breaking strength of 18,000 pounds in accordance with Design Standard Index No. 21930.

ARTICLE 455-11 is expanded by the following new Subarticle:

455-11.13 Cable Wrap (Clusters): The quantity to be paid will be the number of cable wraps, per each, installed and accepted.

ARTICLE 455-12.12 is deleted and the following substituted:

455-12.12 Payment Items: Payment will be made in accordance with the pay items in the Bid Price Proposal.

**BRIDGE DECK JOINTS – EXPANSION JOINT REHAB.
(REV 9-6-17)**

ARTICLE 458-5 is expanded by the following:

The quantity to be paid will be the field measurements along the cracks/joints.

**STRUCTURAL STEEL AND MISCELLANEOUS METALS.
(REV 9-6-17)**

ARTICLE 460-1 is expanded by the following:

Remove armor angle material. Install reinforcing steel as needed. Use a rapid curing liquid polymer that cures to a dense, semi-flexible weather abrasive, resistant, polymer mortar for the repair of expansion and construction joints on bridge decks.

Use a low modulus, weather and UV resistant silicone for slope pavement and non-moveable bridge joints. Joint sealant may be used to seal joints that are not uniform in width provided the movement capability of the sealant is not exceeded. Joints may have minor spalling, cold applied with no primer required.

ARTICLE 460-8 is expanded by the following new Subarticles:

460-8.12 Armor Angle Removal: The quantity of armor angle removed will be the length, in linear feet, of armor angle removed.

460-8.13 Polymer Joint Replacement: The quantity of polymer joint replacement will be the volume, in cubic feet, of polymer joint replacement material replaced and accepted.

460-8.14 Elastomeric Structure Joint Seal Replacement: The quantity of elastomeric joint seal replacement will be the length, in linear feet of joint seal replaced and accepted.

Article 460-9.2 is deleted and the following substituted:

460-9.2 Payment Items: Payment will be made in accordance with the pay items in the Bid Price Proposal.

**TIMBER STRUCTURES.
(REV 9-6-17)**

ARTICLE 470-1 is expanded by the following:

Remove existing U-bolt fastening system and install a stainless U-bolt fastening system on the fender system. No timber replacement is required.

ARTICLE 470-14 is expanded by the following new Subarticle:

470-14.3 U-Bolt Fastening System: The quantity to be paid will be the number of fastening systems, per each, installed and accepted. Each system will include one stainless U-bolt, two stainless carriage bolts and two stainless right-hand/left-hand coupling nuts.

ARTICLE 470-15, the last paragraph is replaced by the following:

Payment will be made in accordance with the pay items in the Bid Price Proposal.

FENCING.**(REV 9-28-15) (7-17)**

ARTICLE 550-1 is expanded by the following:

Remove and replace damaged, destroyed, or deteriorated posts and fence sections meeting the requirements of the Department's Design Standards, and revisions thereto, current at the time of contract letting. Such work may include the removal of existing fence, removal of any public or private attachments to existing fencing, fence maintenance, furnishing of materials, replacement or mending of wire fabric, barbed wire, line, corner, pull, and end posts, braces, fasteners, other hardware, and gates.

SUBARTICLE 550-4.1 is expanded by the following:

In cases where the fence is located along a limited access facility, perform the work in a manner that would maintain limited accessibility to the facility.

Replace all fence removed with replacement fence, or with temporary fence until the replacement fence may be installed, during any one working day.

Remove and provide disposal locations for all debris, including the original fence materials, from the right-of-way, at no additional cost to the Department. Remove all debris from the Department's right-of-way at the end of each working day.

SUBARTICLE 550-4 is expanded by the following new Subarticles:

550-4.8 Gates: Install gates at locations specified in the work documents issued by the Engineer. Install the manufacturer's standard gate for use with the type of fence being installed.

550-4.9 Fence Maintenance: Perform miscellaneous activities such as, straightening, tightening and re-stapling or tying of existing fence as required.

ARTICLE 550-5 is deleted and the following substituted:

550-5 Method of Measurement.

550-5.1 General: The quantities to be paid for will be the number of gates, the length of each type of fence, the number of corner, pull and end post assemblies constructed and accepted

550-5.2 Measurement of Fence Length, and Payment: The length of fence to be paid for will be measured along the bottom of the fabric, out-to-out of end posts, in the completed and accepted fence. Measurement for Resetting Fence will be the actual length of existing fence reset.

ARTICLE 550-6 is deleted and the following substituted:

550-6 Basis of Payment.

550-6.1 Basic Items of Fencing: The Contract unit price per foot for the item of fencing, will be full compensation for all work and materials necessary for the complete installation, including line posts, corner, end, and pull posts. Such price and payment will include, but not be limited to, the following specific incidental work.

1. Any work required to level and prepare the terrain along the line of the fence.
2. Any additional clearing incidental to construction of the fence.
3. All preparation for post holes, in whatever type of material, as specified herein.
4. Any furnishing and installing of electrical grounds.
5. Any additional work or materials required for special construction over irregular terrain, or terrain of inadequate support for the posts, including the additional barbed wire, but not including the extra lengths of posts ordered by the Engineer.
6. Any cost of erection and removal of any temporary fencing, which may be necessary for maintaining security of livestock, etc., on adjacent property during construction of the new fence.
7. The removal cost of existing fence and components will be incidental to the cost of the new fence and components.

550-6.2 Payment Rates for Extra-Length Posts: Any extra length posts added to complete installation of the fence will require an invoice. The Contractor will be compensated for invoice price plus 10% as payment for any extra length posts.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the Plans or Design Standards for each type and case.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

550-6.3 Gate Payment: The quantities to be paid for will be full compensation for all labor, materials, posts, and associated hardware for the complete installation of the type gate specified in the Plans, and accepted by the Engineer.

550-6.4 Payment Items: Payment will be made under the items specified in the Bid Proposal.

SUPPLEMENTAL SPECIFICATIONS

001 DEFINITIONS AND TERMS.
(REV 4-7-17) (FA 4-10-17) (9-17)

ARTICLE 1-3, the definition for Proposal Form is deleted and the following substituted:

Proposal Form.

The official form or the electronically generated bid item sheets on which the Department requires formal bids to be prepared and submitted for the work.

002 PROPOSAL REQUIREMENTS AND CONDITIONS.
(REV 4-7-17) (FA 4-10-17) (9-17)

SUBARTICLE 2-2.3 is deleted and the following substituted:

2-2.3 Internet Bid Submittals: Unless otherwise indicated in the Advertisement, the Bidder shall use the Department's bid software to prepare a bid for Internet submittal. The Department will accept, as the official bid, the set of Proposal Forms generated from the Department's bid software along with a complete Proposal package, submitted via the Internet in accordance with 2-5 and 2-8. A Digital ID is required to submit a bid via the Internet. Digital IDs may be obtained as outlined in the Advertisement.

The Department will not be responsible for any communications or machine breakdowns, transmission interruptions, delays, or any other problems that interfere with the receipt of Proposals as required above either at the Bidder's transmitting location, at the Department's receiving location, or anywhere between these locations. Receipt or non-receipt of Proposals will not be considered grounds for a bid protest. The Department will not be held responsible if the Bidder cannot complete or submit a bid due to failure or incomplete delivery of the files submitted via the Internet.

SUBARTICLE 2-2.4 is deleted and the following substituted:

2-2.4 Hard Copy Bid Submittals: Unless otherwise indicated in the Advertisement, the Bidder shall use the Department's bid software to prepare a bid for hard copy submittal.

The Department will accept, as the official bid, this set of Proposal Forms generated from the Department's bid software along with a complete Proposal package, delivered to the Department in hard copy in accordance with the instructions listed below and the requirements of 2-5 and 2-8.

Print and submit bid item sheets generated from the Department's bid software on letter size paper. Ensure that all computer generated sheets are legible. Do not submit computer generated sheets using a font size smaller than 9 point.

Return the Department's bid software generated Proposal as the official bid, with the Proposal labeled with the Bidder's Name, Vendor Number, Letting Date, Revision Date (if applicable) and the Proposal ID.

SUBARTICLE 2-5.2 is deleted and the following substituted:

2-5.2 Internet Bid Submittals: The Bidder shall execute the Proposal under the Bidder's Digital ID and enter the firm's bidding office street address on the Bidders Information Tab in the Department's bid software. This Digital ID represents the firm as an individual, partnership, corporation, limited liability company, or joint venture. By entering and submitting the Digital ID the authorized parties obligate the firm to the bid. Internet Bid Submittals must acknowledge, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid, by indicating such in the Proposal. The Department will not consider any bid unless such acknowledgement is included.

ARTICLE 2-6 is deleted and the following substituted:

2-6 Rejection of Irregular Proposals.

A Proposal is irregular and the Department may reject such Proposal if the Proposal shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values, or if the Bidder submits a Proposal which was not generated using the Department's bid software.

When the Department provides for alternate bids in the Proposal Form, make only one entry for each alternate. A Proposal that provides for alternative bids is irregular and the Department may reject such Proposal if the Bidder makes entries for more than one alternate.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

EXHIBIT "1"



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

KEVIN J. THIBAUT, P.E.
SECRETARY

January 15, 2020

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

Subject: Contract No. E2V83
Description: Contract Renewal No. 2

Enclosed is your copy of the executed Renewal Agreement. Please retain a copy for your records and forward a copy to your surety company.

Sincerely,

A handwritten signature in black ink that reads "Sandra Brink". The signature is written in a cursive, flowing style.

Lisa Butler / Sandra Brink
District Maintenance Contract Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/08

Contract No.: E2V83 Renewal: (1st, 2nd, etc.) 2nd
Financial Project No(s): 41022147201, 41022137201
County(ies): District Wide

This Agreement made and entered into this 15th day of January, 2020 by and between the State of Florida Department of Transportation, hereinafter called "Department", and Proshot Concrete, Inc. hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 5th day of February, 2018 entered into an Agreement whereby the Department retained the Contractor to perform 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. Theses repair include but are not limited to, the sealing of slope, etc.; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 2nd day of March, 2020 and ending the 1st day of March, 2021 at a cost of \$ 1,198,179.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

Proshot Concrete, Inc.
Name of Contractor
Anthony McDougle, President
Contractor Name and Title
BY: [Signature]
Authorized Signature
Fidelity and Deposit Company of Maryland
Name of Surety

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



Stefanie D. Maxwell 1-15-20
District Secretary or Designee (Signature)
Stefanie Maxwell, Director of Operations
Title
Legal: [Signature]
Fiscal: [Signature]



Schaumburg Illinois State
By: [Signature] 12/17/2019 Date
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature)
Gregg A. Tatum, Attorney-in-Fact
Countersigned: [Signature] 12/17/2019 Date
Florida Licensed Insurance Agent Date
Gregg A. Tatum

Approval as to Availability of Funds

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, 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 **Bruce S. DENSON, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE and Sharon E. GRIFFITH, all of Birmingham, Alabama, 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 23rd day of August, A.D. 2019.

ATTEST:

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



By: _____
Dawn E. Brown
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 23rd day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, 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, deposed 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, Notary Public
My Commission Expires: July 9, 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT AFFIDAVIT

375-020-30
CONTRACTS ADMINISTRATION
OGC - 10/07

STATE OF Florida
COUNTY OF Pinellas

Before me, the undersigned authority, personally appeared Gregg A. Tatum
(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 (If applicable, otherwise N/A), to represent Fidelity and Deposit Company of Maryland
(Surety Co.)
of Schaumburg, Illinois a company authorized to make surety bonds under the laws of the
State of Florida. (City and State)

Gregg A. Tatum 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
\$ 1,198,179.00 on behalf of Proshot Concrete, Inc.
(Surety Co.) Contractor:
covering Financial Project No.(s) 41022147201, 41022137201

Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform, etc.
Contract No.(s) E2V83-R2 ; in District Wide County(ies), Florida.

Said Gregg A. Tatum further certifies that the premium on the
said bond is Eleven Thousand Three Hundred Fifty-Nine and 00/100 (\$11,359.00) dollars, 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 30.0% 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

Gregg A. Tatum Agent or Attorney-in-Fact

Sworn to and subscribed before me this 17th day of December, 2019 by

Gregg A. Tatum He/She is personally known to me or has produced
(name of affiant)

as identification.

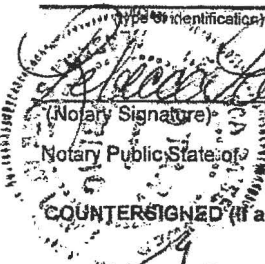
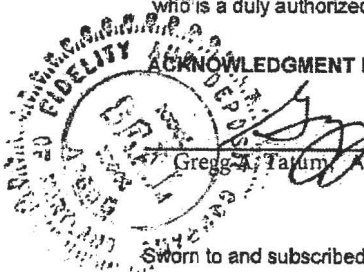
Rebecca Paige Lower
(Notary Signature)
Notary Public, State of Alabama

Rebecca Paige Lower
(Notary's printed name)

2/8/2022
My commission expires

COUNTERSIGNED (if applicable):

Gregg A. Tatum, Florida Licensed Insurance Agent



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

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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 23rd day of August, A.D. 2019.

ATTEST:

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



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 23rd day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, 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, Notary Public
My Commission Expires: July 9, 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT BOND375-020-27
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
(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 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196

(City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of

One Million One Hundred Ninety Eight Thousand One Hundred Seventy Nine Dollars and Zero CentsDOLLARS (\$ 1,198,179.00), 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. These repair include but are
not limited to, the sealing of slope, etc. in District Wide County(ies),particularly known as Federal Aid Project No(s): N/AFinancial Project No(s). 41022147201, 41022137201Contract No. E2V83R2

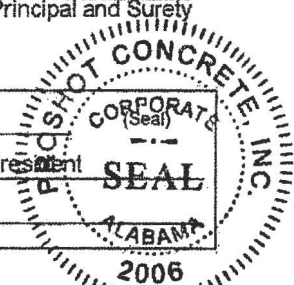
(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal 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 Gregg A. Tatum its
Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety
hereunto affixed this 17th day of December, 2019

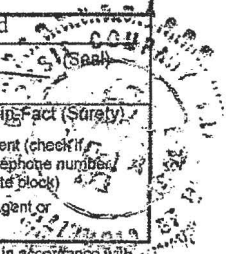
Complete the following as appropriate

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 <u>Florida</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: <u>[Signature]</u> Gregg A. Tatum, Florida Licensed Insurance Agent	Fidelity and Deposit Company of Maryland Surety Company Name (Print)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: <u>[Signature]</u> Gregg A. Tatum, Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: <u>Cobbs Allen & Hall, Inc.</u>	<input checked="" type="checkbox"/> Above Signatory is also 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>115 Office Park Drive, Birmingham, AL 35223</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: <u>(205) 414-8100</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:

District 2

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

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

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ATTEST:

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



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 23rd day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, 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, deposeth 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, Notary Public
My Commission Expires: July 9, 2023

To: lisa.butler@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

E2V83
1/3/2020

CONTRACT INFORMATION

Contract:	E2V83
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINTE)
Method of Procurement:	X - COMPETITIVE BID (337.11,F.S.)
Vendor Name:	PROSHOT CONCRETE, INC.
Vendor ID:	F205269497004
Beginning Date of This Agreement:	03/03/2018
Ending Date of This Agreement:	03/01/2020
Contract Total/Budgetary Ceiling:	ct = \$5,990,895.00
Description:	Super-Structure Maintenance

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/3/2020

Action:	Renewal	Renewal
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$774,089.50	\$424,089.50
Financial Project:	41022147201	41022137201
Work Activity (FCT):	825	825
CFDA:		
Fiscal Year:	2020	2020
Budget Entity:	55150200	55150200
Category/Category Year:	088712/20	088712/20
Amendment ID:	L002	L002
Sequence:	00	01
User Assigned ID:	REN 2	REN 2
Enc Line (6s)/Status:	0007/04	0008/04

Total Amount: \$1,198,179.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham AL 35223	CONTACT NAME: Cameron Cartee PHONE (A/C, No, Ext): 205-874-3600 FAX (A/C, No): 205-414-8105 E-MAIL ADDRESS: ccartee@cobbsallen.com														
INSURED ProShot Concrete, Inc. 4158 Musgrove Drive Florence, AL 35630	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire</td> <td>19445</td> </tr> <tr> <td>INSURER B : Navigators Specialty Ins Co</td> <td>36056</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Charter Oak Fire</td> <td>25615</td> </tr> <tr> <td>INSURER E : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER F : Burlington Insurance Co.</td> <td>23620</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire	19445	INSURER B : Navigators Specialty Ins Co	36056	INSURER C : New Hampshire Ins. Company	23841	INSURER D : Charter Oak Fire	25615	INSURER E : Navigators Insurance Company	42307	INSURER F : Burlington Insurance Co.	23620
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COVERAGES **CERTIFICATE NUMBER: 668585506** **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 SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	5342027	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded 250 <input checked="" type="checkbox"/> Coll Ded 500		4544820	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$		GA19EXC874299IV	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> 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	025893654	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Inst Fltr-Temp Storage/In Transit <input type="checkbox"/> Pollution <input type="checkbox"/> Excess Liability		QT6303H562574 NY19ECPX00251NC HFF0010244	9/1/2019 9/1/2019 9/1/2019	9/1/2020 9/1/2021 9/1/2020	See Below Pollution Limit Excess Liab Limit 2,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Installation Floater Limit - \$100,000; Temporary Storage / In Transit Limit \$50,000
 RE: Contract No. E2V83-RO / Fin Project No. 41022147201 - Supplemental Agreement No. 1.
 Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract. Coverage is primary as respects to General Liability and non-contributory as subject to the terms, conditions and exclusions of your policy. It is agreed by endorsement to the General Liability policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

CERTIFICATE HOLDER Florida Department of Transportation - District 2 1109 South Marion Avenue Mail Station 2015 Lake City FL 32025-5874	CANCELLATION 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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POLICY NUMBER: GL 534-20-27

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.