

CS-20-284

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
CM2995

## GENERAL INFORMATION

Requesting Department Engineering Services  
Contact Person: Caleb Hurst  
Telephone: (904) 530-6225 Fax: (904) 491-3611 Email: churst@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Proshot Concrete, Inc.  
Address: 4158 Musgrove Drive Florence AL 35630  
City State Zip  
Contractor's Administrator Name: Bill Morris Title: Project Manager  
Telephone: (256) 483-9092 Fax: (352) 729-4777 Email: billm@proshotconcrete.com

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: Anthony McDougle  
Authorized Signatory Email: cdill@proshotconcrete.com

## CONTRACT INFORMATION

Contract Name: CM2995 Proshot Concrete  
Description: Routine Bridge Maintenance Repairs  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.  
Terms: Payment Period: 365 Days w/ renewal option Amount per Period: Invoice ammount  
Total Amount of Contract: TBD by approved Work Authorizations  
APPROXIMATE IF NECESSARY  
Source of Funds: 03405541-546000 BRDGR Termination/Cancellation: With written notice  
Authorized Signatory: BOCC Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 2/01/2021 to: 1/31/2022  
Status:  New  Renew  Amend#  WA/Task Order  
How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Piggyback

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_  
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

Continued on next page

# CHECKLIST

Complete and attach before sending contract for final signature

Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 6/18/2021 Engineering Services  
Department Head Signature Date Submitting Department
2. [Signature] 6/18/2021 03405541-546000 BRDGR  
Procurement Date Funding Source/Acct #
3. Megan Diehl 6/22/2021  
Office of Management & Budget Date
4. Michael S. Mullin 6/22/2021  
County Attorney/Contract Management Date

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 6/22/2021  
County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)  
Copies: Department: Procurement: Office of Management & Budget: County Attorney: Contract Management: Clerk Finance

**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.: E2Z99

Vendor/Awardee: Proshot Concrete, Inc.

Original Award/Contract Date: Awarded 01/15/21; Date of Execution 01/28/21

Term: **365 Calendar Days with annual renewal option; Start: 02/01/2021; End: 01/31/2022**

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

**WHEREAS**, upon completion of a formal competitive solicitation and selection process, 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**, County desires to contract with Vendor under the terms of the Piggyback Agreement;

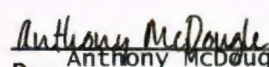
**NOW, THEREFORE**, the parties agree as follows:

1. Vendor shall honor for 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 County or their designee.
3. Notwithstanding any other provision of the Piggyback Agreement to the contrary:
  - i. The term of this agreement shall begin upon the date fully executed and ending January 31, 2022 and may be renewed annually upon written agreement by both parties.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

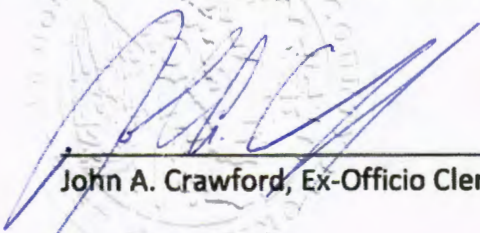
PROSHOT CONCRETE, INC.

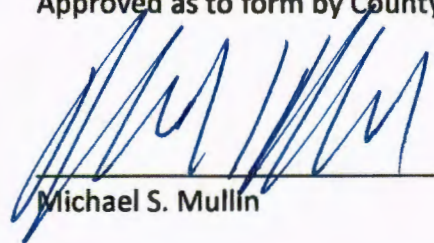
 8/23/2021  
By: ~~Thomas R. Ford~~ Aaron C. Bell Date  
Its: ~~Chair~~-(or designee) Vice Chair

 6/28/2021  
By: Anthony McDougle Date  
Its: President  
Address: 4158 Musgrove Drive  
Florence, AL 35630

ATTEST TO CHAIR'S SIGNATURE (if applicable)

Approved as to form by County Attorney

  
John A. Crawford, Ex-Officio Clerk  
Date: 8/23/2021

  
Michael S. Mullin  
Date: 8/23/2021

**Attachment "A"**  
***Contract E2Z99-R0***



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

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

KEVIN J. THIBAUT, P.E.  
SECRETARY

January 15, 2021

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

**Contract Number:** E2Z99-R0  
**Financial Project Number:** 41022137215, 41022147210  
**Awarded Amount:** \$938,429.00  
**County(ies):** District Wide  
**Letting Date:** December 16, 2020

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 1, 2021)**.

The estimated completion date of this Contract is **3/26/2022**.

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) <a href="mailto:chartsfield@ftba.com">chartsfield@ftba.com</a>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**BID BLANK  
STATE JOB**

375-020-17  
CONTRACTS ADMINISTRATION  
OGC - 08/13

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):** 41022137215, 41022147210

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

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

**CONTRACT NO.:** E2Z99-R0

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

**DATE BIDS DUE:** 12/16/2020 @ 11:00 a.m.

**TOTAL AMOUNT:**

**DATE OF AWARD:** 01/15/2021

**\$** 938,429.00

**DATE OF CONTRACT**

**EXECUTION:** 1/28/2021

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)**

Perform routine bridge maintenance repairs in District 2

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

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

E2Z99

1/7/2021

### CONTRACT INFORMATION

<b>Contract:</b>	E2Z99
<b>Contract Type:</b>	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINTE)
<b>Method of Procurement:</b>	X - COMPETITIVE BID (337.11,F.S.)
<b>Vendor Name:</b>	PROSHOT CONCRETE, INC.
<b>Vendor ID:</b>	F205269497004
<b>Beginning Date of This Agreement:</b>	02/01/2021
<b>Ending Date of This Agreement:</b>	01/31/2022
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$938,429.00
<b>Description:</b>	DW Bridge Repair in all 18 Counties in District Two

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/7/2021

<b>Action:</b>	Original	Original
<b>Reviewed or Approved:</b>	APPROVED	APPROVED
<b>Organization Code:</b>	55024040210	55024040210
<b>Expansion Option:</b>	A1	A1
<b>Object Code:</b>	242059	242059
<b>Amount:</b>	\$469,214.50	\$469,214.50
<b>Financial Project:</b>	41022137215	41022147210
<b>Work Activity (FCT):</b>	825	825
<b>CFDA:</b>		
<b>Fiscal Year:</b>	2021	2021
<b>Budget Entity:</b>	55150200	55150200
<b>Category/Category Year:</b>	088712/21	088712/21
<b>Amendment ID:</b>	O001	O001
<b>Sequence:</b>	00	01
<b>User Assigned ID:</b>	ME2Z99	ME2Z99
<b>Enc Line (6s)/Status:</b>	0001/04	0002/04

**Total Amount: \$938,429.00**



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:

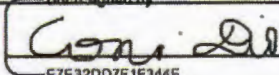
Perform routine bridge maintenance repairs in District 2

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

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

Financial Project No(s): 41022137215, 41022147210 Contract No. E2Z99-R0

Complete the following as appropriate

Entity Name: <u>Proshot Concrete, Inc.</u> (Seal)	
Authorized Signature: <u></u>	Name & Title (Print): <u>Connie Dill Office Manager</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  
District 2 Procurement Services Administrator

DocuSigned by:  
Melissa Blackwell 1/28/2021 | 2:16 PM EST  
Date  
District 2 General Counsel

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:  Date: 1/28/2021 | 2:17 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 16, 2020  
 Advertisement No. 01

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 16, 2020.**

Bid totals for each bid submitted will be read aloud for those present and will be available at 11:00 AM **December 16, 2020** in the District 2 Lake City District Office Complex, Lake City, Florida.. Agenda: a) Opening Remarks; b) 15 minutes of public input; c) Reading of bids; d) Closing. Anyone needing special accommodations under the Americans with Disabilities Act of 1990 should send an e-mail to: [contracts.admin@dot.state.fl.us](mailto:contracts.admin@dot.state.fl.us) or call telephone number (386)961-7510. Special accommodation requests under the Americans with Disabilities Act should be made at least seven days prior to the public meeting. Bidders may obtain preliminary bid results at: <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](http://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 15, 2020 .**

**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](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](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 with Activities in Sudan List, is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria, 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.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services.

### **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](http://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 shall be reported in the **Equal Opportunity Compliance (EOC)** system no later than 3 business days of submission of the bid. The EOC system is a web based application for Prime Contractors, statewide, to report their Bidder Opportunity List, DBE Commitments, and DBE/MBE Subpayments. 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: <https://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: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/contracts/new-bidders-orientation.pdf?sfvrsn=aef131ae\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/contracts/new-bidders-orientation.pdf?sfvrsn=aef131ae_2)

#### **POSTING NOTICE**

The bid tabulation and intent to award will be posted on **January 11, 2021** or **January 19, 2021** at [www.fdot.gov/contracts/d2](http://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](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://fdotwp1.dot.state.fl.us/reportsubscriptions/> 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:	02201216	Call Order: 002	Proposal: E2Z99-R0	District:02
Counties:	DIST/ST-WIDE			
Road Name:	PERFORM ROUTINE BRIDGE MAINTENANCE IN DISTRICT 2			
Limits:	Midpoint			
Project(s):	41022137215(*)	Federal Aid No:	N/A	
Project(s):	41022147210	Federal Aid No:	N/A	
Total Roadway Length:	0.000 Miles	Contract Days:	365	
Total Bridge Length:	0.000 Miles	Letting Date:	12/16/20	
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10	
		Special Start Date:	N/A	
		Aquis/Flexible Start Time:	00	

Proposal Budget Estimate: \$1,200,000.00

Please read the full advertisement

**Description:**

Perform routine bridge maintenance repairs in District 2. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID. RENEWAL OPTION. BID EXPRESS MANDATORY.

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

**Call Order: 002 Proposal: E2Z99-R0**

ALT	Item	Description	Unit	Quantity
<b>Section 0001 BRIDGE JOINT REPAIR (LF)</b>				
	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- 2	FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	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- 40	BRIDGE DECK EXPANSION JOINT, HOT POUR, E2Z99	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)	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/](http://www.floridajobs.org/onestop/onestopdir/)

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

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

<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

Contract: E2Z99-R0

Amendment Count: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Call: 002

**Bid Load Information**

Letting: 02201216                      Letting Date: 12/16/2020  
Contract: E2Z99-R0                      Call Order: 002  
Project: 41022137215,41022147210,,  
County: DIST/ST-WIDE,,,  
Amendments: 0                              Contract Days: 365 AD

Vendor ID: **F205269497**              **Proshot Concrete, Inc.**  
Address: 4158 Musgrove Drive  
          Florence AL 35630  
Phone: 256-764-5941  
Email: cdill@proshotconcrete.com

StateIncorp: Alabama (AL)  
Fax: 256-764-5946

Bid Bond Method: **Electronic Bid**      Bid Bond ID: **SFL20738701**  
**Bond**

Bond Percent: **5%**

Bond Verified: **Yes**

Verify Status: **1**

Surety Company: Fidelity and Deposit Company of  
Maryland

Registry Company: Surety2000

Execution Date: 11/25/2020 12:06:39 PM

Maximum Bond Amt:

Is File Attached? **YES**

File Name: Work Experience E2Z99R0[89].pdf

File Location: ../x509BidDocuments/02201216/E2Z99-R0/Attachments.zip (Attachments\_F205269497\_02201216\_E2Z99-R0.zip)

EOC Acknowledged? **Yes**

Fuel Adjustment:

TOTAL BID AMOUNT: \$ **938,429.00**

Bid Errors: **No**

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: \$ **0.00**

Will you be unable to declare or certify statements (1) through (11) of section I. ACKNOWLEDGMENT OF PROPOSAL ? **NO**      Exceptions (required if "YES"):

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47



## Contract Schedule of Items

<b>Contract ID :</b>	E2Z99-R0
<b>Date of Letting :</b>	December 16, 2020
<b>Call Order :</b>	002
<b>District :</b>	District 2
<b>Counties :</b>	DIST/ST-WIDE
<b>Awarded Vendor :</b>	F205269497 PROSHOT CONCRETE, INC.
<b>Awarded Amount :</b>	\$938,429.00

<b>Project (s) :</b>	<b>Fed Aid Num (s) :</b>
41022137215 (*)	
41022147210	

<b>Contract Days :</b>	365
<b>Contract Execution Days :</b>	10
<b>Special Start Time :</b>	N/A
<b>Acquis./Flexible Start Time :</b>	00

**Description :**

PERFORM ROUTINE BRIDGE MAINTENANCE IN DISTRICT 2  
Perform routine bridge maintenance repairs in District 2. EXPERIENCE IN  
BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND  
SUBMITTED WITH THE BID. RENEWAL OPTION. BID EXPRESS  
MANDATORY.

**Contract ID: E2Z99-R0**

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 (calendar days) from the date of issuance of the initial notice to begin work or 2) the date on which the Contractor actually begins work which ever date is earlier, or
- (b) Special Start Date as specified in the proposal description, or
- (c) Anytime after the date specified in the proposal description

Time ID	Completion Date or Number of Units	Min/Max	Unit Type	Time Type	Liquidated Damages Rate	Contract Time Flag
00	365	/	Days	AD	1.00 Days	√



Florida Department of Transportation

01/15/2021

## Contract Schedule

Page 1 of 3

Contract ID: E2Z99-R0      Lead Project: 41022137215      Fed Aid Num: N/A  
 Awarded Vendor: F205269497      PROSHOT CONCRETE, INC.  
**SECTION      0001      BRIDGE JOINT REPAIR (LF)      \$938,429.00**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0102 14 TRAFFIC CONTROL OFFICER	562.000 HR	\$75.00000	\$42,150.00
0010	0104 10 3 SEDIMENT BARRIER	300.000 LF	\$0.10000	\$30.00
0015	0104 11 FLOATING TURBIDITY BARRIER	500.000 LF	\$0.10000	\$50.00
0020	0110 85 CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	6.000 EA	\$75.00000	\$450.00
0025	0121 70 2 FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	56.000 CY	\$100.00000	\$5,600.00
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	\$50.00000	\$50,000.00
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	\$40.00000	\$16,160.00
0060	0450 83 1 BEAM REPAIR, STRAND SPLICES	8.000 EA	\$250.00000	\$2,000.00



Florida Department of Transportation

01/15/2021

## Contract Schedule

Page 2 of 3

Contract ID: E2Z99-R0      Lead Project: 41022137215      Fed Aid Num: N/A  
 Awarded Vendor: F205269497      PROSHOT CONCRETE, INC.  
**SECTION      0001      BRIDGE JOINT REPAIR (LF)      \$938,429.00**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0065	0455 76 WRAP PILE CLUSTERS	90.000 EA	\$150.00000	\$13,500.00
0070	0458 1 21 BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	1,400.000 LF	\$68.00000	\$95,200.00
0075	0458 1 40 BRIDGE DECK EXPANSION JOINT, HOT POUR, E2Z99	1,200.000 LF	\$6.00000	\$7,200.00
0080	0470 1 TREATED TIMBER, STRUCTURAL	6.000 MB	\$5,000.00000	\$30,000.00
0085	0471 1 1 FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED	3.000 MB	\$6,000.00000	\$18,000.00
0090	0471 1 2 FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED	3.000 MB	\$6,000.00000	\$18,000.00
0095	0506 72 BRIDGE DRAINS- POWER CLEAN	60.000 EA	\$75.00000	\$4,500.00
0100	0524 2 1 CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"	100.000 SY	\$75.00000	\$7,500.00
0105	0530 1 RIPRAP, SAND-CEMENT	28.000 CY	\$350.00000	\$9,800.00
0110	0530 3 3 RIPRAP- RUBBLE, BANK AND SHORE	43.000 TN	\$80.00000	\$3,440.00
0115	E102 1 3 MAINTENANCE OF TRAFFIC (SITE SPECIFIC)	330.000 LO	\$625.00000	\$206,250.00
0120	E104 1 1 SAND FILL FOR EROSION REPAIR	60.000 CY	\$50.00000	\$3,000.00



Florida Department of Transportation

01/15/2021

## Contract Schedule

Page 3 of 3

Contract ID: E2299-R0      Lead Project: 41022137215      Fed Aid Num:      N/A

Awarded Vendor: F205269497      PROSHOT CONCRETE, INC.

SECTION      0001      BRIDGE JOINT REPAIR (LF)      \$938,429.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0125	E460 19 1 ARMOR ANGLE (REMOVE)	80.000 LF	\$65.00000	\$5,200.00
0130	E460 20 1 POLYMER JOINT REPLACEMENT	204.000 CF	\$600.00000	\$122,400.00
0135	E460 20 14 ELASTOMERIC STRUCT JOINT SEAL REPLACE	13,600.000 LF	\$8.50000	\$115,600.00
0140	E470 75 TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	318.000 LF	\$110.00000	\$34,980.00
0145	E470 75 1 FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	40.000 EA	\$25.00000	\$1,000.00
<b>Total Bid:</b>				<b>\$938,429.00</b>

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

---

Letting:	02201216	Call Order:	002	Proposal:	E2Z99-R0	District:	02
Counties:	DIST/ST-WIDE						
Road Name:	PERFORM ROUTINE BRIDGE MAINTENANCE IN DISTRICT 2						
Limits:	Midpoint						
Project(s):	41022137215(*)	Federal Aid No:	N/A				
Project(s):	41022147210	Federal Aid No:	N/A				
Total Roadway Length:	0.000 Miles	Contract Days:	365				
Total Bridge Length:	0.000 Miles	Letting Date:	12/16/20				
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10				
		Special Start Date:	N/A				
		Aquis/Flexible Start Time:	00				
Proposal Budget Estimate:	\$1,200,000.00						

Please read the full advertisement

**Description:**

Perform routine bridge maintenance repairs in District 2. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID. RENEWAL OPTION. BID EXPRESS MANDATORY.



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

**Call Order: 002 Proposal: E2Z99-R0**

ALT	Item	Description	Unit	Quantity
<b>Section 0001 BRIDGE JOINT REPAIR (LF)</b>				
	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- 2	FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	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- 40	BRIDGE DECK EXPANSION JOINT, HOT POUR, E2Z99	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)	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



## Bid Questions and Answers Report

Date &amp; Time:

1/15/2021 11:22:47 AM

District Address: District 2 Construction Office, located at 1109 South Marion Avenue, Lake City, FL 32025

District Phone: (386) 961-7434

Proposal: E2Z99-R0

Project: 410221-3-72-15

Letting Date: 12/16/2020

Location: DISTRICT OFFICE

Description: PERFORM ROUTINE BRIDGE MAINTENANCE IN DISTRICT 2

Question: 31724: Is there any mandatory pre-bid meeting required to be in attendance for E2799-R0? Posted: 11/19/2020 3:08:24 PM

Answer: There is no mandatory pre-bid meeting for this contract. Status: ANSWER PUBLISHED

Posted: 11/20/2020 8:22:08 AM

Question: 31808: Greetings  
Regarding items (85) 0471 1 1 3MB FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED and (90) 0471 1 2 3MB FENDER SYSTEM, PLASTIC MARINE LUMBER, Non REINFORCED, could you give as some more details like the dimensions of the boards? Posted: 12/7/2020 10:40:31 AM

Answer: Whaler sizes and types vary. most are 12in x 12in or smaller. Length will depend on fender system. Status: ANSWER PUBLISHED

Non reinforced will also vary depending on the fender system. This will be deck boards and stringer also includes rail repairs.

Posted: 12/11/2020 7:32:18 AM



## Florida Department of Transportation

01/07/2021

## Vendor Ranking

Page 1 of 1

<b>Letting:</b>	02201216	December 16, 2020 11:00 AM	<b>Call Order:</b> 002	<b>Contract:</b> E2Z99-R0
<b>District:</b>	District 2		<b>Counties:</b> DIST/ST-WIDE	<b>Fed Aid No:</b> N/A
<b>Contract Time:</b>	365 AVAILABLE DAYS			<b>Project(s):</b> 41022137215 (*)
<b>Contract Desc:</b>	PERFORM ROUTINE BRIDGE MAINTENANCE IN DISTRICT 2			41022147210

Rank	Vendor	Bid Type	Bid Status	Total Bid	Percent Of Low Bid
1	PROSHOT CONCRETE, INC.	Responsive	Winning bid	\$938,429.00	100.00%
2	OLYMPUS PAINTING CONTRACTORS, INC.	Responsive	Non-Winning Bid	\$1,989,952.00	212.05%
3	SEACOAST INCORPORATED	Responsive	Non-Winning Bid	\$2,158,560.00	230.02%
4	BRIDGE MASTERS CONSTRUCTION, LLC	Responsive	Non-Winning Bid	\$2,414,518.00	257.29%
5	SOUTHERN ROAD & BRIDGE, LLC	Responsive	Non-Winning Bid	\$4,578,941.40	487.94%

*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.*

## **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://fdotwp1.dot.state.fl.us/contractproposalprocessingonlineordering/>

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

E2Z99-R0 - 002

Lead FPN: 41022137215

**Florida Department of Transportation**

**Proposal Of**

Vendor: **F205269497 Proshot Concrete, Inc.**

Address: 4158 Musgrove Drive  
Florence AL 35630

Phone: 256-764-5941 Fax: 256-764-5946

Email: cdill@proshotconcrete.com

StateIncorp: Alabama (AL)

Letting: 02201216 Letting Date: 12/16/2020

Proposal: E2Z99-R0 Call Order: 002

Amendments: 0 Contract Days: 365 AD

Lead PrjNum: 41022137215 Federal Aid#: N/A

Project(s): 41022137215,41022147210,,,

Counties: DIST/ST-WIDE,,,

TOTAL BID AMOUNT: \$ **938,429.00** Bid Errors: **No**

Is File Attached? **YES**

File Name: **Work Experience E2Z99R0[89].pdf**

Proposal Description

-----  
LETTING LOCATION: 1109 S. Marion Ave.  
POSTING DATES: 01/11/2021 and 01/19/2021  
CONTRACT DAYS: 365  
CONTRACT EXECUTION DAYS: 10  
SPECIAL START DATE: N/A  
ACQUIS./FLEXIBLE START TIME: 00  
Perform routine bridge maintenance repairs in District 2.  
EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE  
COMPLETED AND SUBMITTED WITH THE BID. RENEWAL OPTION. BID  
EXPRESS MANDATORY.

Bid Errors: **No**

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: U2ZU1Z1b - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

## Schedule Of Items

Line#	Item Number	Quantity	Unit	Unit Price	Extension
Section 0001					
BRIDGE JOINT REPAIR (LF)					
0005	0102 14	562.000	HR	\$75.00000	\$42,150.00
	TRAFFIC CONTROL OFFICER				
0010	0104 10 3	300.000	LF	\$0.10000	\$30.00
	SEDIMENT BARRIER				
0015	0104 11	500.000	LF	\$0.10000	\$50.00
	FLOATING TURBIDITY BARRIER				
0020	0110 85	6.000	EA	\$75.00000	\$450.00
	CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN				
0025	0121 70 2	56.000	CY	\$100.00000	\$5,600.00
	FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY				
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	\$50.00000	\$50,000.00
	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	\$40.00000	\$16,160.00
	CRACKS INJECT & SEAL- STRUCTURES REHAB				
0060	0450 83 1	8.000	EA	\$250.00000	\$2,000.00
	BEAM REPAIR, STRAND SPLICES				
0065	0455 76	90.000	EA	\$150.00000	\$13,500.00
	WRAP PILE CLUSTERS				
0070	0458 1 21	1400.000	LF	\$68.00000	\$95,200.00
	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD				
0075	0458 1 40	1200.000	LF	\$6.00000	\$7,200.00
	BRIDGE DECK EXPANSION JOINT, HOT POUR, E2Z99				
0080	0470 1	6.000	MB	\$5,000.00000	\$30,000.00
	TREATED TIMBER, STRUCTURAL				
0085	0471 1 1	3.000	MB	\$6,000.00000	\$18,000.00
	FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED				
0090	0471 1 2	3.000	MB	\$6,000.00000	\$18,000.00
	FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED				
0095	0506 72	60.000	EA	\$75.00000	\$4,500.00
	BRIDGE DRAINS- POWER CLEAN				
0100	0524 2 1	100.000	SY	\$75.00000	\$7,500.00
	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"				
0105	0530 1	28.000	CY	\$350.00000	\$9,800.00
	RIPRAP, SAND-CEMENT				
0110	0530 3 3	43.000	TN	\$80.00000	\$3,440.00
	RIPRAP- RUBBLE, BANK AND SHORE				

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Hionaa Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

0115	E102	1	3	330.000	LO	\$625.00000	\$206,250.00
MAINTENANCE OF TRAFFIC (SITE SPECIFIC)							
0120	E104	1	1	60.000	CY	\$50.00000	\$3,000.00
SAND FILL FOR EROSION REPAIR							
0125	E460	19	1	80.000	LF	\$65.00000	\$5,200.00
ARMOR ANGLE (REMOVE)							
0130	E460	20	1	204.000	CF	\$600.00000	\$122,400.00
POLYMER JOINT REPLACEMENT							
0135	E460	20	14	13600.000	LF	\$8.50000	\$115,600.00
ELASTOMERIC STRUCT JOINT SEAL REPLACE							
0140	E470	75		318.000	LF	\$110.00000	\$34,980.00
TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS							
0145	E470	75	1	40.000	EA	\$25.00000	\$1,000.00
FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS							
Section 0001 Total							\$938,429.00
Bid Items Total:							\$938,429.00

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

**Proposal Sites**

<u>Site#</u>	<u>Type</u>	<u>Cost / Day</u>	<u>#Days</u>	<u>Total</u>
00	AD		365	
Contract Time				
Time Total:				\$0.00



DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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** 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.

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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 (attach separate sheet if necessary)

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

**TOTAL: \$0.00**

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:

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria.

13. The Bidder certifies that the company is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

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

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: U2ZU1216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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.

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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](#)



DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BIDDER OPPORTUNITY LIST**

**\*\* ATTENTION \*\***

**Bidder Opportunity List** for all firms bidding on FDOT projects must be reported in the FDOT **Equal Opportunity Compliance (EOC)** system. The EOC system is a web-based application for companies statewide to report their Bidder Opportunity List, DBE Commitments, and DBE/MBE Sub payments.

Please input the Bidder Opportunity List in the EOC system, **as required by Federal Highway (49 CFR Part 26)**, for any firm (DBE and Non-DBE) that your Company has received a quote from to perform any work as a sub on this project.

By checking this box, I acknowledge this step was completed.

Submittal of the bid signifies the bidder has input the required information related to the Bidder Opportunity List into the Equal Opportunity Compliance (EOC) web site at:

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

More information regarding input of the Bidder Opportunity List and other EOC reporting is found at: <https://www.fdot.gov/equalopportunity/eoc.shtm>

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE OF INCORPORATION**

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

If "OTHER" selected above, explain:

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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: **01/11/21** and **01/19/21**

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.

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: UZZU1215 - 12/15/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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>

Maximum size for file to attach with BID submission: 5,000 KB (5MB)

**Will you be attaching a file with the bid submission?**

- YES**
- NO**

FILE ATTACHMENT **(required if YES)**

Work Experience E2Z99R0[89].pdf

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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: SFL20738701

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

Surety Company: Fidelity and Deposit Company of Maryland

Surety Address: 1299 Zurich Way

Surety City: Schaumburg

Surety State: Illinois

Bond Agency Name: Cobbs Allen

Bond Agency Contact: Grantland Rice III

Bond Agency Phone: 205-874-1222

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

E2Z99-R0 - 002

Lead FPN: 41022137215

Bond Agency Address: 115 Office Park Drive

Bond Agency City: Birmingham

Bond Agency State: Alabama

Bond Pct: 5

Maximum Bond Amt:

Execution Date: 11/25/2020 12:06:39 PM

Executed By: Grantland Rice 111

Phone: 205-874-1222

Countersigned: False

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: U2ZU1Z1b - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

**BID or PROPOSAL BOND**

**Bid Bond Method Selected:** Electronic Bid Bond  
**Bond Verified:** Yes **Verification Status:** 1

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:** SFL20738701  
**Surety Registry Agency:** Surety2000

KNOW ALL MEN BY THESE PRESENTS: That we, **Proshot Concrete, Inc.**, as Principal (Bidder), and **Fidelity and Deposit Company of Maryland** 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. **E2Z99-R0**, lead Financial Project No. **41022137215**, 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 **11/25/2020 12:06:39 PM**

NAME OF SURETY: **Fidelity and Deposit Company of Maryland** OF **Illinois**

By: **Cobbs Allen**  
*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.

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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



DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

Letting: 02201216 - 12/16/2020 11:00:00 AM

Florida Department of Transportation

E2Z99-R0 - 002

Amendments Applied: 0

Vendor: F205269497 - Proshot Concrete, Inc.

Lead FPN: 41022137215

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

Signature

Agency

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid Errors: **No**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONTRACT BOND**

**#9334728**

375-020-27  
CONTRACTS ADMINISTRATION  
OGC - 08/19  
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 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, Email Address) are held and firmly bound unto the State of Florida, in the full and just sum of  
Nine Hundred Thirty-Eight Thousand Four Hundred Twenty-Nine Dollars And Zero Cents

DOLLARS (\$ 938,429.00), 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)

Perform routine bridge maintenance repairs in District 2.

\_\_\_\_\_ in District Wide \_\_\_\_\_ County(ies),  
particularly known as Federal Aid Project No(s): N/A

Financial Project No(s) 41022137215, 41022147210 Contract No. E2Z99-R0

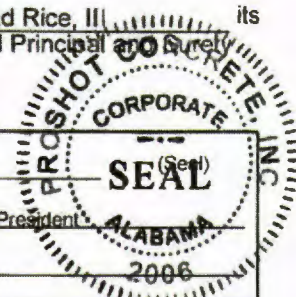
(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and  
WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the  
conditions of this obligation are such that if the above-bound Principal 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 Grantland Rice, III its Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 15th day of January, 2021

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>Illinois</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: _____ Florida Licensed Insurance Agent	Fidelity and Deposit Company of Maryland Surety Company Name (Print) _____ (Seal)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: <u>[Signature]</u> Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: <u>Grantland Rice, III</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>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>	
Email Address: <u>qtatum@cobbsallen.com</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 - 1007

STATE OF Alabama  
COUNTY OF Jefferson

Before me, the undersigned authority, personally appeared Grantland Rice, III

(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 Alabama (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)

Grantland Rice, III further certifies that as Attorney-in-Fact (Attorney-in Fact for Surety Co.)

for the said Fidelity and Deposit Company of Maryland has signed the attached bond in the sum of (Surety Co.)

\$ 938,429.00 on behalf of Proshot Concrete, Inc. (Contractor)

covering Financial Project No.(s) 41022137215, 41022147210

Perform routine bridge maintenance repairs in District 2

Contract No.(s) E2Z99-R0 ; in District Wide County(ies), Florida.

Said Grantland Rice, III further certifies that the premium on the said bond is \$9,086.00, which will be paid in full direct to him/her as

Attorney-in-Fact, and included in his/her regular accounts to the said Fidelity and Deposit Company of Maryland (Surety)

and that he/she will receive a regular commission of 30 per cent as

Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A per cent to (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**

Grantland Rice, III  
Agent or Attorney-in-Fact

Sworn to and subscribed before me this 15th day of January, 2021 by

Grantland Rice, III  
(name of affiant)

He/She is personally known to me or has produced

personally known as identification.  
(type of identification)

[Signature]  
(Notary Signature)

Gregg A. Tatum 11/29/23  
(Notary's printed name) My commission expires

Notary Public State of Alabama

**COUNTERSIGNED (If applicable):**

\_\_\_\_\_  
Florida Licensed Insurance Agent

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of 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, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM and Thomas J. BOLE**, 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 4th day of February, A.D. 2020.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 4th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15<sup>th</sup> day of January, 2001.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsforclaims.zurichna.com](http://www.reportsforclaims.zurichna.com)  
800-626-4577



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2021

**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).**

<b>PRODUCER</b> Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham AL 35223	<b>CONTACT NAME:</b> Cameron Carlee <b>PHONE (A/C, No, Ext):</b> 205-874-3600 <b>FAX (A/C, No):</b> 205-414-8105 <b>E-MAIL ADDRESS:</b> ccarlee@cobbsallen.com														
<b>INSURED</b> 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 : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER B : New Hampshire Ins. Company</td> <td>23841</td> </tr> <tr> <td>INSURER C : Navigators Specialty Ins Co</td> <td>36056</td> </tr> <tr> <td>INSURER D : Charter Oak Fire</td> <td>25815</td> </tr> <tr> <td>INSURER E : Burlington Insurance Co.</td> <td>23620</td> </tr> <tr> <td>INSURER F : Zurich American Insurance Company</td> <td>16535</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Navigators Insurance Company	42307	INSURER B : New Hampshire Ins. Company	23841	INSURER C : Navigators Specialty Ins Co	36056	INSURER D : Charter Oak Fire	25815	INSURER E : Burlington Insurance Co.	23620	INSURER F : Zurich American Insurance Company	16535
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Navigators Insurance Company	42307														
INSURER B : New Hampshire Ins. Company	23841														
INSURER C : Navigators Specialty Ins Co	36056														
INSURER D : Charter Oak Fire	25815														
INSURER E : Burlington Insurance Co.	23620														
INSURER F : Zurich American Insurance Company	16535														

**COVERAGES** **CERTIFICATE NUMBER: 721481708** **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
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO143704800	9/1/2020	9/1/2021	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 \$
F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded 250 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll Ded 500		BAP148163500	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR	GA20EXC874299IV	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<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	025893654	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A E	Equipment Floater Pollution Excess Liability		QT6303H562574TIL20 NY19ECPX00251NC HFF0014106	9/1/2020 9/1/2019 9/1/2020	9/1/2021 9/1/2021 9/1/2021	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)**  
 General Liability-  
 - Primary and Non-Contributory  
 - Additional Insured as required by contract Blanket  
 - Additional Insured Lessor of Leased Equipment Blanket  
 - Additional Insured Engineers, Architects or Surveyors no Engaged by Named Insured  
 - Additional Insured Completed Operations - Blanket  
 - Waiver of Subrogation Blanket  
 - XCU is not excluded  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Florida Department Of Transportation District 2 1109 Douth Marion Avenue Lake City FL 32025-5874	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: PROSH-1

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Cobbs Allen		NAMED INSURED Proshot Concrete, Inc. 4158 Musgrove Drive Florence, AL 35630	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25    FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

- 30 Day notice of cancellation per policy terms and conditions.

**Auto Liability-**

- Designated Insured Blanket
- Waiver of Subrogation Blanket
- Blanket Additional Insured and Loss Payee
- 30 Day notice of Cancellation per policy terms and conditions

**Work Comp-**

- Blanket Waiver of Subrogation
- Alternate Employer Endorsement
- Longshore and Harbor Coverage
- 30 Day Notice of Cancellation per policy terms and conditions

**Umbrella -**

- Follow form

Contract Number: E2Z99-R0  
 Financial Project Number: 41022137215, 41022147210

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.




**ZURICH**

## Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO143704800	09/01/2020	09/01/2021				

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

**Named Insured:** Proshot Concrete, Inc., RE, LLC, PC, LLC  
**Address (including ZIP Code):** and Proshot Property Investments, LLC  
 4158 Musgrove Drive  
 Florence, AL 35630

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

**1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO143704800	09/01/2020	09/01/2021	09/01/2020		\$ INCL	\$

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM \_\_\_\_\_ forms a part of Policy No. WC 025-89-3654

Issued to PROSHOT CONCRETE, INC. 09/01/2020

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER  
INTO PRIOR TO THE OCCURRENCE OF LOSS.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



**Authorized Representative**

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 09/01/2020 forms a part of Policy No. WC 025-89-3654

Issued to PROSHOT CONCRETE, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**PART SIX - CONDITIONS. D. - Cancellation, 2.** is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

Countersigned by \_\_\_\_\_





## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem	Return Prem
BAP 1481635-00	09/01/2020	09/01/2021		38232000	INCL	

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

#### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
  - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

#### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage****1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".



**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a. of Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a. of Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible Provision of the Physical Damage Coverage Section**:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible Provision of the Physical Damage Coverage Section**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph A, Coverage Provision of the **Physical Damage Coverage Section**:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions****a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

1109 South Marion Avenue  
Lake City, Florida 32025-5874

KEVIN J. THIBAUT, P.E.  
SECRETARY

January 28, 2021


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

Contract No. EZZ99-R0  
Financial Project No.(s) 41022137215, 41022147210  
County: District-Wide  
Letting Date: December 16, 2020  
Award Date: January 15, 2021  
Contract Amount: \$938,429.00  
Contract Description: Perform routine bridge maintenance repairs in District 2.  
Execution Date: January 28, 2021  
Surety Company: Fidelity and Deposit Company of Maryland  
Schaumburg, IL

Dear Sir/Madam:

The subject contract was executed on January 28, 2021, and a copy is attached. Please print and retain a copy for your files and forward a copy to your bonding company.

Sincerely,

DocuSigned by:  
  
DC2DA6DA61E744B...

Scott H. Blocker  
Procurement Services Administrator

Enclosures

cc: Maintenance Contractor	(E-mail Execute Documents, Spec. Pkg.)
Jennifer Curis, 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	<a href="mailto:D2.Finance@dot.state.fl.us">D2.Finance@dot.state.fl.us</a>

**MEMORANDUM**  
DISTRICT 2 PURCHASING

DATE: January 27, 2021  
TO: District Two Legal  
James Hannigan  
FROM: Jim Brown, District Contracts Administrator  
386-758-3798  
SUBJECT: **E2Z99-R0, Proshot Concrete, Inc.**  
**Perform routine bridge maintenance repairs in District 2.**

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 JANUARY 29, 2021.**

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



January 1, 2021

Florida Department of Transportation  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

This letter is to authorize Connie Dill, office manager to sign required documents on behalf of Proshot Concrete, Inc for Florida Department of Transportation.

Respectfully submitted,  
Proshot Concrete, Inc



Anthony McDougle  
President

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



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## 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
2018	02/25/2018
2019	03/26/2019
2020	01/29/2020

### Document Images

<a href="#">01/29/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

**Detail by Entity Name**  
DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

<a href="#">03/01/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/28/2010 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/06/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/21/2006 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



Search

# Company Directory: Search Results

*This information is current as of 1/25/2021*

## FIDELITY AND DEPOSIT COMPANY OF MARYLAND

FEIN	13-3046577
Florida Company Code	09212
NAIC Company Code	39306
Company Type	PROPERTY AND CASUALTY INSURER
Home State	IL
Web Site	<a href="http://WWW.ZURICHNA.COM">http://WWW.ZURICHNA.COM</a>
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	01/01/1982

### Addresses

Type	Address	Phone
ADMINISTRATIVE	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	(847) 605-6000
HOME	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	
MAILING	1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG IL 60196-1056 United States	(847) 605-3284
CLAIMS WEBSITE	<a href="http://www.zurichna.com">http://www.zurichna.com</a>	(800) 987-3373
LOCATION OF RECORDS	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	(847) 413-5048

### Authorized Lines of Business

Line of Business	Type
BOILER AND MACHINERY	

	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
FIRE	DIRECT AND REINSURANCE
PRIVATE PASSENGER AUTO LIABILITY	DIRECT AND REINSURANCE
CREDIT	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE
PPA PHYSICAL DAMAGE	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
FINANCIAL GUARANTY	DIRECT AND REINSURANCE
EARTHQUAKE	DIRECT AND REINSURANCE

<b>Current Personal Injury Protection(Auto-PIP) Contact</b>	
PIP Contact Name	ARNOLD D'ANGELO
PIP Address	1299 ZURICH WAY SCHAUMBURG IL 60196

**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

## DISCLAIMER

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

## EXAMPLES

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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,*

[https://www.flor.com/companysearch/each\\_comp.aspx?IREID=100908&AUTHID=1009...](https://www.flor.com/companysearch/each_comp.aspx?IREID=100908&AUTHID=1009...) 1/26/2021

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47  
(i.e., with a comma) you would only get

FLORICORP, INC.

## Company Directory: Search Results

*This information is current as of 1/25/2021*

### ZURICH AMERICAN INSURANCE COMPANY

FEIN	36-4233459
Florida Company Code	09535
NAIC Company Code	16535
Company Type	PROPERTY AND CASUALTY INSURER
Home State	NY
Web Site	<a href="http://WWW.ZURICHNA.COM">http://WWW.ZURICHNA.COM</a>
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	08/01/1924

#### Addresses

Type	Address	Phone
ADMINISTRATIVE	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	(847) 605-6000
HOME	4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK NY 10007 United States	
MAILING	1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG IL 60196-1056 United States	(847) 605-3284
CLAIMS WEBSITE	<a href="http://www.zurichna.com">http://www.zurichna.com</a>	(800) 987-3373
LOCATION OF RECORDS	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	(847) 413-5048

#### Authorized Lines of Business

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

<b>Line of Business</b>	<b>Type</b>
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE
MISCELLANEOUS CASUALTY	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
PREPAID LEGAL	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
EARTHQUAKE	DIRECT AND REINSURANCE
AUTO WARRANTIES	DIRECT AND REINSURANCE
SERVICE WARRANTIES (NON-AUTO)	DIRECT AND REINSURANCE
PRIVATE PASSENGER AUTO LIABILITY	DIRECT AND REINSURANCE
PPA PHYSICAL DAMAGE	DIRECT AND REINSURANCE
LIVESTOCK	DIRECT AND REINSURANCE
HOME WARRANTIES	DIRECT AND REINSURANCE
FIRE	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
MEDICAL MALPRACTICE	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
FARMOWNERS MULTI PERIL	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

OTHER LIABILITY	DIRECT AND REINSURANCE
CREDIT	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
OTHER WARRANTY	DIRECT AND REINSURANCE

<b>Current Personal Injury Protection(Auto-PIP) Contact</b>	
PIP Contact Name	ARNOLD D'ANGELO
PIP Address	1299 ZURICH WA SCHAUMBURG IL 60196

**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](#)

## DISCLAIMER

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

**EXAMPLES**

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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 1/25/2021*

### 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	<a href="http://WWW.NAVG.COM">http://WWW.NAVG.COM</a>
Authorization Type	LETTER OF ELIGIBILITY
Authorization Status	ACTIVE
First Licensed in Florida Date	05/09/2002

#### Addresses

Type	Address	Phone
ADMINISTRATIVE	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6090
HOME	ONE PENN PLAZA - 32ND FLOOR, NEW YORK NY 10119-0002 United States	
MAILING	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335
CLAIMS WEBSITE	<a href="http://WWW.TheHartford.com">http://WWW.TheHartford.com</a>	0No Phone
LOCATION OF RECORDS	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335

#### Authorized Lines of Business

Line of Business	Type
------------------	------

<b>SURPLUS LINES PROPERTY &amp; CASUALTY 626.918 (2)(B)</b>	<b>DIRECT AND REINSURANCE</b>
---	-----------------------------------

New Search

## DISCLAIMER

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

## EXAMPLES

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

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.

Search

# Company Directory: Search Results

*This information is current as of 1/25/2021*

## 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	<a href="http://WWW.AIG.COM">http://WWW.AIG.COM</a>
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	01/15/1915

### Addresses

Type	Address	Phone
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	
MAILING	175 WATER STREET, NEW YORK NY 10038 United States	(212) 458-7940
CLAIMS WEBSITE	<a href="http://www.aig.com/reportclaim">http://www.aig.com/reportclaim</a>	(877) 399-6442
LOCATION OF RECORDS	175 WATER STREET, NEW YORK NY 10038 United States	(212) 770-7000

### Authorized Lines of Business

Line of Business	Type
COMMERCIAL MULTI PERIL	

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

	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	SAMANTHA L BLEVINS
------------------	--------------------

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

PIP Address

17200 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**

## DISCLAIMER

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

## EXAMPLES

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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*

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47  
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.

Search

# Company Directory: Search Results

*This information is current as of 1/25/2021*

## 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	<a href="http://WWW.TRAVELERS.COM">http://WWW.TRAVELERS.COM</a>
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	10/27/1940

### Addresses

Type	Address	Phone
ADMINISTRATIVE	ONE TOWER SQUARE, HARTFORD CT 06183 United States	(860) 277-0111
HOME	ONE TOWER SQUARE, HARTFORD CT 06183 United States	
MAILING	ONE TOWER SQUARE, HARTFORD CT 06183 United States	(833) 903-2382 x2
CLAIMS WEBSITE	<a href="http://www.travelers.com/claims">http://www.travelers.com/claims</a>	(800) 252-4633
LOCATION OF RECORDS	ONE TOWER SQUARE, HARTFORD CT 06183 United States	(860) 277-0111

### Authorized Lines of Business

Line of Business	Type
FIRE	



DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

	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

<b>Current Personal Injury Protection(Auto-PIP) Contact</b>	
PIP Contact Name	LYNETTE COLEMAN
PIP Address	The Charter Oak Fire Insurance Company - 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**

New Search

**DISCLAIMER**

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

**EXAMPLES**

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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

DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

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.

Search

# Company Directory: Search Results

*This information is current as of 1/25/2021*

## 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	<a href="http://WWW.NAVG.COM">http://WWW.NAVG.COM</a>
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	04/26/1989

### Addresses

Type	Address	Phone
ADMINISTRATIVE	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6090
HOME	ONE PENN PLAZA - 32ND FLOOR, NEW YORK NY 10119-0002 United States	
MAILING	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335
CLAIMS WEBSITE	<a href="http://WWW.TheHartford.com">http://WWW.TheHartford.com</a>	0No Phone
LOCATION OF RECORDS	400 ATLANTIC STREET, 8TH FLOOR, STAMFORD CT 06901 United States	(203) 905-6335

### 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

<b>Current Personal Injury Protection(Auto-PIP) Contact</b>	
PIP Contact Name	ELIZABETH SPRAGUE
PIP Address	One Hartford Plaza  Hartford CT 06155

**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](#)

**DISCLAIMER**

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

**EXAMPLES**

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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.

Search

# Company Directory: Search Results

*This information is current as of 1/25/2021*

## BURLINGTON INSURANCE COMPANY (THE)

FEIN	56-1538956
Florida Company Code	S1225
NAIC Company Code	23620
Company Type	SURPLUS LINES
Home State	NC
Web Site	<a href="http://WWW.IFGCOMPANIES.COM">http://WWW.IFGCOMPANIES.COM</a>
Authorization Type	LETTER OF ELIGIBILITY
Authorization Status	ACTIVE
First Licensed in Florida Date	02/20/1992

### Addresses

Type	Address	Phone
ADMINISTRATIVE	CITYPLACE II, 185 ASYLUM STREET, 7TH FLOOR, HARTFORD CT 06103-3408 United States	(860) 723-8289
HOME	222 WEST ADAMS STREET, CHICAGO IL 60606 United States	
MAILING	CITYPLACE II, 185 ASYLUM STREET, 7TH FLOOR, HARTFORD CT 06103-3408 United States	(312) 964-4522
CLAIMS WEBSITE		NO DATA FOUND
LOCATION OF RECORDS	CITYPLACE II, 185 ASYLUM STREET, 7TH FLOOR, HARTFORD CT 06103-3408 United States	(860) 723-8289

**Authorized Lines of Business**

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

New Search

---

**DISCLAIMER**

The Florida Office of Insurance Regulation ("Office") provides access to company and other information on this Web site as a public service. Although reasonable efforts have been made to ensure that all electronic information made available is current, complete and accurate, the Office does not warrant or represent that this information is current, complete and accurate. All information is subject to change on a regular basis, without notice.

The Office assumes no responsibility for any errors in the information provided, nor assumes any liability for any damages incurred as a consequence, directly or indirectly, of the use and application of any of the contents of the Office Web site. Unless otherwise noted on an individual document, file, webpage or other Web site item, the Office grants users permission to reproduce and distribute all information available on this website for non-commercial purposes and usage, as long as the contents remain unaltered and as long as it is noted that the contents have been made available by the Florida Office of Insurance Regulation.

Any electronic information or inquiries that the Office receives from a Web site user shall not be considered as, or treated as, confidential.

The inclusion of, or linking to, other web site URLs does not imply our endorsement of, nor responsibility for, those web sites, but has been done as a convenience to our Web site visitors.

**EXAMPLES**

The Office of Insurance Regulation company search does not require you to know exactly how Office of Insurance Regulation has the company's name recorded. It will take your input and return every name that contains your input as it appears in any part of all records. In other words, if your search is:

*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

[https://www.florir.com/companysearch/each\\_comp.aspx?PREDAY=1/25/2021&IREID=10...](https://www.florir.com/companysearch/each_comp.aspx?PREDAY=1/25/2021&IREID=10...) 1/26/2021



DocuSign Envelope ID: 9ECCE387-B91A-433A-934D-1A0EBE7DAF47

**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.



**JIMMY PATRONIS**  
 FLORIDA'S CHIEF FINANCIAL OFFICER

WC Home (<http://www.myfloridacfo.com/Division/WC/>) Search Our Data (<http://dwcdataportal.fdfs.com>) CFO Home (<http://www.myfloridacfo.com>)

**\*\*\*\* ATTENTION \*\*\*\***

A new Proof of Coverage Database (Compliance) application is coming soon which will incorporate and combine the current Policy Search application into it. Once it is active, the current Policy Search application will be removed. If you are unable to locate the information you are looking for on the new application, you may send a Public Records request to [DWCPublicRecordsRequest@myfloridacfo.com](mailto:DWCPublicRecordsRequest@myfloridacfo.com) (mailto:DWCPublicRecordsRequest@myfloridacfo.com?subject= Data Request). Contact the Bureau of Compliance for additional assistance by telephone at 850.413.1609 or via email at [workers.compservice@fdfs.com](mailto:workers.compservice@fdfs.com) (mailto:workers.compservice@fdfs.com?subject= Data Request).

**Locations Detail Page**

This database was last updated Tuesday, January 26, 2021 12:09 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 2020	Current					1
Sep 1 2020	Current	4158 MUSBROVE DR	FLORENCE	AL	35630-6306	**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](#)

If you have accessed the database listed herein and are in need of additional help with requests for information or data, please submit a written request, specifying all criteria necessary to provide you with the required information and format, and submit it to the following e-mail address [WC\\_Exemption@myfloridacfo.com](mailto:WC_Exemption@myfloridacfo.com) (mailto:WC\_Exemption@myfloridacfo.com?subject= Data Request). We will acknowledge receipt of your data request within one business day.

© 2021 (<http://www.myfloridacfo.com/sitepages/required/copyright.aspx>) Florida Department of Financial Services (<http://www.myfloridacfo.com>) Privacy (<http://www.myfloridacfo.com/sitepages/required/privacy.aspx>) Accessibility (<http://www.myfloridacfo.com/sitepages/required/accessibility.aspx>)

**Attachment "B"**  
*Specifications Package*

September 28, 2020  
PREPARED BY: Joe Griffith/ Christy Browning



**SPECIFICATIONS PACKAGE**  
Contract Number: E2Z99  
FINANCIAL PROJECT ID(S).410221-3-72-15, 410221-4-72-10  
CALENDAR DAYS: 365  
DISTRICT TWO  
DISTRICT WIDE COUNTY

The July 2020 Edition of the Florida Department of Transportation Standard Specifications is revised as follows: The work under this Contract consists of Perform routine bridge maintenance repairs in District 2.

*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.*

This item has been digitally signed and sealed by Ross Hammock on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. **Wendell R Hammock**

Digitally signed by Wendell R Hammock  
DN: CN = Wendell R Hammock C = US O = FLORIDA  
DEPARTMENT OF TRANSPORTATION OU =  
Ag141000000171E7F008A000CBE2  
Date: 2020.09.28 11:07:42 -0400

Date: \_\_\_\_\_  
State of Florida,  
Professional Engineer, License No.: 74547  
Firm/Agency Name: Florida Department of Transportation  
Firm/Agency Address: 710 NW Lake Jeffery Road  
City, State, Zip Code: Lake City, Florida 32055  
Page(s): 31



**SPECIAL PROVISIONS ..... 3**

DEFINITIONS AND TERMS..... 4

PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS. .... 5

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. .... 6

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT. .... 6

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS. .... 7

SCOPE OF WORK – INTENT OF CONTRACT..... 7

CONTROL OF THE WORK – WORK DOCUMENTS. .... 7

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE (DISCHARGE TO)..... 9

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY ADJUSTMENTS (NO UTILITY WORK SCHEDULE)..... 10

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CONTRACTOR’S RESPONSIBILITY FOR WORK..... 10

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS..... 11

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. .... 12

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – SCRUTINIZED COMPANIES. .... 13

PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS..... 13

PROSECUTION AND PROGRESS. .... 14

PROSECUTION AND PROGRESS - EQUIPMENT..... 14

PROSECUTION AND PROGRESS – CONTRACT TIME AND TERM EXTENSIONS..... 15

PROSECUTION AND PROGRESS – RENEWAL OPTION..... 20

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS. .... 20

CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS..... 22

MOBILIZATION. .... 23

MOBILIZATION – EMERGENCY MOBILIZATION. .... 23

MAINTENANCE OF TRAFFIC..... 23

BRIDGE DECK JOINTS ..... 28

**THIS COMPLETES THIS SPECIFICATIONS PACKAGE ..... 31**

# **SPECIAL PROVISIONS**

**DEFINITIONS AND TERMS.**

**(REV 3-9-18) (7-20)**

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), Standard Plans, 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 Standard Plans, 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 Standard Plans, 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:

**Contract Term.**

The period of time during which the Contract is in effect.

**Contract Term Extension.**

An extension of the Contract Term at the Department’s sole discretion. An extension of the Contract Term does not extend Contract Time unless Contract Time is also extended in accordance with these Specifications.

**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) (7-20)**

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 PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. (REV 11-3-15) (FA 1-27-16) (7-20)**

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 Specialist at (386) 961-7434.

When, in the sole judgment of the Department, responses to questions require Plan revisions, Specification 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) (7-20)**

SUBARTICLE 3-2.2 is deleted.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.  
(REV 10-17-16) (FA 10-24-16) (7-20)**

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  
D2precustodian@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) (7-20)**

ARTICLE 4-1 is deleted and the following substituted:

The work under this Contract consists of Perform routine bridge maintenance repairs in District 2.

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 4-13-20) (7-20)**

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

**5-1.7 Work Documents:** The Engineer will issue a Work Document to identify the location, description and amount of work to be accomplished. Respond and begin work within fourteen calendar days from receipt of the initial Work Document. The 14 calendar days begin on the date the Work Document is received in person, by email or fax. The initial Work Document may be issued with the Notice to Proceed. Notify the Engineer prior to beginning work on the project.

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, respond to and begin work within five working days of receipt of all Work Documents or on the date specified in the Work Document.

Charging of Work Document time will begin on the actual day that work begins at the site, but no later than:

1. the 14<sup>th</sup> calendar day from receipt of the initial Work Document; or
2. the 5<sup>th</sup> working day from receipt of any subsequent Work Document; or
3. the "start date" identified in a Work Document (as described above) that

is applicable to the specific Work Document issued.

If the Contractor does not begin work by the end of the day specified in in this Sub article, 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 Sub article 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 to minimize the Contractor's travel requirements.

Upon completion of the assigned work, notify the Engineer and 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 by the Engineer to verify quantity and quality for final acceptance of the Work Document.

Immediately notify the Engineer when work is delayed by any factor eligible for a time extension in accordance with 8-7.3.2. Time extensions granted by the Department extend both the Work Document time and the Contract Time.

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.

Provide notification of work progress at daily or weekly intervals as directed by the Engineer.

**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 a competent superintendent 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. Provide 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.**

Upon completion and acceptance of all Work Documents for the contract, the Engineer will provide the Contractor a written Notice of Beginning and Completion of Maintenance Projects.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE (DISCHARGE TO).**

**(REV 6-9-15) (FA 7-22-15) (7-20)**

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](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 – PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY ADJUSTMENTS (NO UTILITY WORK SCHEDULE).**

**(REV 2-10-94) (7-20)**

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) (7-20)**

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.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

**(REV 4-25-02) (FA 7-17-02) (7-20)**

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 ensure 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) (7-20)**

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 3-22-18) (7-20)**

SECTION 7 is expanded by the following new Article:

**7-30 Scrutinized Companies.**

For Contracts of any amount, 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 that Boycott Israel List, or is engaged in a boycott of Israel, 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.

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, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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) (7-20)**

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 5-18-17) (7-20)**

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, excluding Saturdays, Sundays and Holidays, 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 8-2-19) (7-20)**

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

**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: <https://www.fdot.gov/maintenance/npdes-stormwater.shtm>.

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 – CONTRACT TIME AND TERM EXTENSIONS.  
(REV 8-25-17) (7-20)**

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 Contractor must continually monitor the effects of weather. When a controlling item of work is delayed by the effects of rains or other inclement weather, the Contractor may submit a request for an extension of contract time to the Engineer due to the weather-related delay. Requests must be submitted no later than 10 calendar days after the work was originally scheduled to be completed. Upon timely receipt of the request of Contract Time extension from the Contractor for weather related delays, the Engineer will investigate the conditions, and if found justifiable, the Engineer will grant the time extension within five calendar days of receipt of the request.

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 workday 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 effect 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 8-7 is expanded by the following new Sub article:

**8-7.3.3 Contract Term Extension:** The Department will monitor the Contractor's performance of the work. If the percentage of work progress indicates that the Contractor will not complete the work as contemplated by the original Contract and any Supplemental Agreements prior to the expiration of the Contract Term, the Department may extend the Contract Term. A Contract Term Extension is subject to the same terms and conditions set forth in the original Contract and any Supplemental Agreements. The cumulative period of all Contract Term Extensions shall not exceed 180 calendar days unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor. The Contractor will receive written notification of the Contract Term Extension.

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) (7-20)**

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) (7-20)**

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) (7-20)**

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) (7-20)**

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) (7-20)**

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 3-2-20) (7-20)**

SUBARTICLE 102-3.1 is deleted and the following substituted:

**102-3.1 Contractor’s Responsibility:** Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. Travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as

compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.3 is deleted.

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 102-9.1 is deleted and the following substituted:

**102-9 Temporary Traffic Control Devices.**

**102-9.1 General:** Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions. When in use, place a channelizing device at each corner of arrow boards, portable changeable message signs, radar speed display trailers, and any other trailer-mounted device. When not in use, move arrow boards, portable changeable message signs, radar speed display trailers, and any other trailer-mounted device outside of the clear zone or place them at the appropriate setback distance behind an existing barrier or temporary barrier that is present for shielding other items.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24-hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97\\_10](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10).

Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2).

\_\_\_\_\_ Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

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 taillights, 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 Sub articles:

**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:

**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 included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

SUBARTICLE 13.23 is deleted and the following substituted:

**102-13.23 MOT Maintenance Services:** Price and payment will be full compensation for work performed.

**102-13.24 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.

**102-13.25 Payment Items:** Payment will be made under the items shown in the Bid Price Proposal.

**CLEARING AND GRUBBING — CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN.**

**(REV 8-23-17)**

ARTICLE 110-2 is expanded by the following new Sub article:

**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 Sub article:

**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 Sub article:

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 (REV 9-10-20)**

ARTICLE 458-1 is deleted and the following substituted:

**458-1 Description.**

Replace expansion bridge deck joints of the types and at the locations shown in the contract Work Documents. Prior to installation, clean and prepare the adjacent bridge deck, deck block out or deck joint gap. This Section covers the following types of joints:

- Poured Joint
- Poured Joint with Backer Rod System
- Strip Seal Joint System
- Modular Joint
- Hot Pour

ARTICLE 458-2 is expanded by the following new Sub article:

**458-2.7 Hot Pour:** Furnish hot poured material for joints meeting the requirements of Sub article 932-1.

ARTICLE 458-4 is expanded by the following new Sub article:

**458-4.6 Hot Pour Joint:** Remove all existing joint-sealing material and foreign material for the full depth of the new joint seal by sawing or other methods approved by the Engineer. Immediately prior to joint seal installation, clean the joints using compressed air to remove all traces of debris and dust within and on the joint surfaces.

ARTICLE 458-5 is deleted and the following substituted:

**458-5 Method of Measurement.**

The poured joint without backer rod will be incidental to the concrete work and included in the cost of the concrete. Poured joints with backer rod, strip seal joints, and modular expansion joints will be the length of each type of joint constructed and accepted.

SUBARTICLE 458-6.2 is deleted and the following is substituted:

**458.6.2. Bridge Deck Joints:** The Contract unit price to replace bridge deck joints will be for each linear foot of bridge deck joint completed and accepted by the Engineer and will be full compensation for removing existing material, cleaning, testing, and materials necessary for the complete installation

ARTICLE 458-6 is expanded by the following new Sub article

**458-6.3 Payment Items:** Payment shall be made under:

Item No. 458 - 1- Bridge Deck Expansion Joint - per foot.

**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 Sub articles:

**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 Sub article:

**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.

**THIS COMPLETES  
THIS  
SPECIFICATIONS  
PACKAGE**




**PROSHOT  
CONCRETE INC**  
SHOTCRETE CONTRACTORS & ENGINEERS

March 7, 2021

Nassau County  
96161 Nassau Place  
Yulee, Florida 32097

RE: Piggy back Authorization- FDOT Contract E2Z99

Caleb Hurst,

Per our conversation, please allow this letter to serve as our authorization for you to piggy back our FDOT project E2Z99.

Attached is a copy of the NTP for this project.

Please note we are 90-100 days out in scheduling once we receive any Purchase Order.

If you need anything further please let me know.

Thank you,



Bill Morris  
Project Manager

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](http://WWW.PROSHOTCONCRETE.COM)



**Florida Department of Transportation**

**RON DESANTIS  
GOVERNOR**

1109 South Marion Avenue  
Lake City, Florida 32025-5874

**KEVIN J. THIBAUT, P.E.  
SECRETARY**

01/15/21

Proshot Concrete, Inc.  
4158 Musgrove Drive  
Florence AL 35630  
(256) 764-5941

**RE: Contract No. E2Z99  
Financial Project ID No. 41022137215 /41022147210  
Bridge Maintenance Services  
NOTICE TO PROCEED**

Dear Sir/Madam:

In accordance with the provisions of the referenced Agreement, your firm is hereby authorized to proceed with work beginning March 2,2021 for Contract E2Z99.

The terms also require that work performed out of scope or beyond the contract service period, which is not covered by an approved supplemental agreement or time extension, will not be eligible for payment by the FDOT. We look forward to working with you and your firm on this important project. The Department's Project Manager is Joe Griffith, and can be reached at (904)-759-1659 or [Joseph.griffith@dot.state.fl.us](mailto:Joseph.griffith@dot.state.fl.us).

Sincerely,

DocuSigned by:  
  
\_\_\_\_\_  
Joe Griffith Structures Contracts Manager

cc: Financial Services Office  
Procurement Office  
File

**Certificate of Completion**

Envelope Id: 81F20C2402AB4EBC9C44663D8E153E9D

Status: Completed

Subject: Please DocuSign: CM2995.pdf, 20210618140058.pdf

Source Envelope:

Document Pages: 132

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

Enveloped Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Amber Carter

Location: DocuSign

6/18/2021 2:06:28 PM

acarter@nassaucountyfl.com

**Signer Events****Signature****Timestamp**

Robert Companion

RCompanion@nassaucountyfl.com

County Engineer

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)

Sent: 6/18/2021 2:10:30 PM

Viewed: 6/18/2021 2:42:00 PM

Signed: 6/18/2021 2:42:12 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Brian Simmons

bsimmons@nassaucountyfl.com

Procurement Manager

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)

Sent: 6/18/2021 2:42:16 PM

Viewed: 6/18/2021 3:01:04 PM

Signed: 6/18/2021 3:01:18 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.211.230.88

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)

Sent: 6/18/2021 3:01:20 PM

Viewed: 6/22/2021 11:35:01 AM

Signed: 6/22/2021 11:35:42 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael S. Mullin

mmullin@nassaucountyfl.com

County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)

Sent: 6/22/2021 11:35:46 AM

Viewed: 6/22/2021 1:56:25 PM

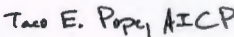
Signed: 6/22/2021 1:56:29 PM

Signature Adoption: Pre-selected Style

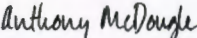
Using IP Address: 50.238.237.26

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 6/22/2021 1:56:32 PM Viewed: 6/22/2021 1:56:51 PM Signed: 6/22/2021 1:57:51 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Anthony McDougle cdill@proshotconcrete.com President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.247.46.158	Sent: 6/22/2021 1:57:53 PM Viewed: 6/28/2021 11:24:56 AM Signed: 6/28/2021 11:25:36 AM
--	--	--

**Electronic Record and Signature Disclosure:**  
Accepted: 6/28/2021 11:24:56 AM  
ID: 076c6b5f-1473-4890-b12a-02f14b727bde

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------


Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 6/28/2021 11:25:38 AM Resent: 6/28/2021 11:25:43 AM Viewed: 6/28/2021 11:32:05 AM
--	---	---

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robert Companion RCompanion@nassaucountyfl.com County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 6/28/2021 11:25:39 AM
--	---	-----------------------------

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Caleb Hurst churst@nassaucountyfl.com Security Level: Email, Account Authentication (None)		Sent: 6/28/2021 11:25:39 AM
--	---	-----------------------------

**Electronic Record and Signature Disclosure:**  
Accepted: 2/17/2021 1:24:06 PM  
ID: b3c09861-2ece-4d64-abe9-7130013cf5e3

Carbon Copy Events	Status	Timestamp
Shelley Caldwell scaldwell@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/28/2021 11:25:40 AM Viewed: 6/29/2021 10:01:10 AM
Amy Bell abell@nassaucountyfl.com Administrative Manager Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/28/2021 11:25:41 AM Viewed: 6/28/2021 11:26:54 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	6/18/2021 2:10:30 PM 6/28/2021 11:24:56 AM 6/28/2021 11:25:36 AM 6/28/2021 11:25:41 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.