

Contract Tracking No. CM3832

NASSAU COUNTY PIGGYBACK AGREEMENT

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter "Agreement") is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called "County" and **PROSHOT CONCRETE, INC.**, hereinafter called "Vendor".

WHEREAS, the County requires services for bridge and structure maintenance and repair; and

WHEREAS, the Vendor has previously entered into a Contract with Florida Department of Transportation (FDOT) (hereinafter "Lead Contracting Agency"), pursuant to a formal competitive procurement process for the same goods and services (hereinafter "Original Contract"), a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

WHEREAS, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the "Exhibit A".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

Exhibit "A" ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY

Exhibit "B" INSURANCE DOCUMENTS

SECTION 3. Prices, Parties and Additional Terms and Conditions.

3.1 The Vendor shall be compensated in an amount not to exceed Five Hundred Thousand Dollars and 00/100 (\$500,000.00) in accordance with the pricing in approved Work Authorizations. The Vendor's Quote/Proposal for each proposed Work Authorization shall

Contract Tracking No. CM3832

reflect the pricing under the same terms and conditions as contained in Exhibit "A" or lower if needed but, cannot exceed the pricing listed in Exhibit "A".

3.2 All references to the Lead Contracting Agency in Exhibit "A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

SECTION 4. Term of Agreement.

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on March 1, 2026, with the ability to renew this Agreement if the Original Contract is renewed by FDOT and Proshot Concrete, Inc.

SECTION 5. Termination for Default.

5.1 If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

5.2 Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 6. Termination for Convenience.

6.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor

Contract Tracking No. CM3832

shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 7. Public Records.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored

Contract Tracking No. CM3832

electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:
 - (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

Contract Tracking No. CM3832

- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 8. E-Verify.

8.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding

Contract Tracking No. CM3832

E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

8.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

8.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

SECTION 9. Prompt Payment Act.

9.1 All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

SECTION 10. Notices.

10.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Raymond Albury

Address: 96161 Nassau Place

Yulee, FL 32097

Telephone Number: 904-530-6371

E-mail Address: ralbury@nassaucountyfl.com

SECTION 11. Fiscal Funding.

Contract Tracking No. CM3832

11.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

SECTION 12. Indemnification.

12.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Agreement.

SECTION 13. Insurance.

13.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

13.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 14. Independent Vendor Status.

14.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

Contract Tracking No. CM3832

14.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

SECTION 15. Taxes, Liens, Licenses and Permits.

15.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

15.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

15.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 16. Assignment.

16.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

SECTION 17. Compliance with Laws.

17.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

SECTION 18. Governing Law and Venue.

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.

SECTION 19. Severability.

19.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

Contract Tracking No. CM3832

Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.


SECTION 20. Human Trafficking Affidavit.

20.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

PROSHOT CONCRETE, INC.


By: A.M. "Hupp" Huppmann
Its: Chair (or designee)

4-14-25
Date

William Morris 3/18/2025
By: William Morris Date
Its: Project Manager
Address: PO Box 1636,
4158 Musgrove Drive
Florence, AL 35631

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney


~~John A. Crawford~~, Ex-Officio Clerk
Mitch L. Keiter
Date: 4-14-25

Denise C. May, Esq., BCS
Denise C. May, County Attorney
Date: 3/20/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Bond No. 9398267

Contract No.: E21D3Renewal: (1st, 2nd, etc.) 1stFinancial Project No(s): 41022137225, 41022147214County(ies): District Wide

This Agreement made and entered into this 28th day of January, 2025, by and between the State of Florida Department of Transportation, hereinafter called "Department", and Proshot Concrete, Inc. hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 15th day of February, 2024 entered into an Agreement whereby the Department retained the Contractor to perform The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2. and

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

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 2nd day of March, 2025 and ending the 1st day of March, 2026 at a cost of \$1,297,121.20.

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

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

Proshot Concrete, Inc.
Name of Contractor

Anthony McDougle, President
Contractor Name and Title

BY: Anthony McDougle
Authorized Signature

Fidelity and Deposit Company of Maryland
Name of Surety

Schaumburg IL
City State

By: Gregg A. Tatum
Florida Licensed Insurance Agent or
Attorney-In-Fact (Signature) Gregg A. Tatum

Countersigned: Gregg A. Tatum
Florida Licensed Insurance Agent
Gregg A. Tatum

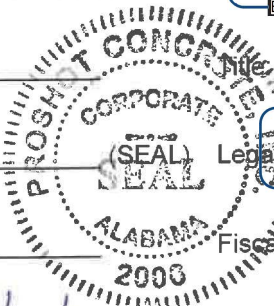
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Signed by: Travis Humphries 01/28/2025 | 4:25 PM ES
BY: Travis Humphries
District Secretary or Designee (Signature)

Travis Humphries, P.E. Dir. of Operations

DocuSigned by: Angela Hensel 01/28/2025 | 4:12 PM ES
Legal: Angela Hensel
0D4237CB170D4C2...

Fiscal: Approval as to Availability of Funds



CONTRACT BOND

Bond No. 9398267

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 60296-1056

(City, State, Zip, Email Address) are held and firmly bound unto the State of Florida, in the full and just sum of
 One Million Two Hundred Ninety Seven Thousand One Hundred Twenty One Dollars and Twenty Cents.

DOLLARS (\$ 1,297,121.20), 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)

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge
 Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2

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

Financial Project No(s). 41022137225, 41022147214 Contract No. E21D3-R1

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

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

WITNESS the signature of the principal (Contractor) and the signature of the Surety by Gregg A. Tatum its
Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety
hereunto affixed this 27th day of January, 2025

Complete the following as appropriate

Entity Name: Proshot Concrete, Inc.

Authorized Signature: *Anthony McDougale*

Name & Title (Print): Anthony McDougale, President

*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 Illinois and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: *Gregg A. Tatum*
Gregg A. Tatum, Florida Licensed Insurance Agent

Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):

Name: CAC Agency

Business Address: 115 Office Park Drive, Birmingham, AL 35223

Telephone: (205) 414-8100

Email Address: gtatum@cobbsallen.com

Fidelity and Deposit Company of Maryland

Surety Company Name (Print) (Seal)

By: *Gregg A. Tatum*

Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Gregg A. Tatum, Attorney-in-Fact

☒

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)

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

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

Send "Notices to Owner" to:

District 2

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

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


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 to Bruce S. DENSON, JR, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE, Grace BROWN of Birmingham, Alabama, 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.

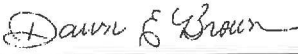
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 24th day of January, A.D. 2024.



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 24th day of January, A.D. 2024, 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile or 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 27th day of January, 2025



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT AFFIDAVIT

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

STATE OF Alabama
COUNTY OF Jefferson

Before me, the undersigned authority, personally appeared Gregg A. Tatum

(Attorney-In-Fact)

who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Alabama, to represent Fidelity and Deposit Company of Maryland of Schaumburg, IL a company authorized to make surety bonds under the laws of the State of Florida. (If applicable, otherwise N/A) (City and State) (Surety Co.)

Gregg A. Tatum further certifies that as Attorney-in-Fact for the said Fidelity and Deposit Company of Maryland has signed the attached bond in the sum of \$ 1,297,121.20 on behalf of Proshot Concrete, Inc. covering Financial Project No.(s) 41022137225, 41022147214 (Attorney-In Fact for Surety Co.) (Contractor)

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and etc. ; Contract No.(s) E21D3-R1 ; in District Wide County(ies), Florida.

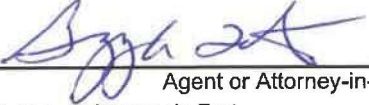
Said Gregg A. Tatum further certifies that the premium on the said bond is \$12,225.00, which will be paid in full direct to him/her as

Attorney-in-Fact, and included in his/her regular accounts to the said Fidelity and Deposit Company of Maryland and that he/she will receive a regular commission of 30% per cent as (Surety)

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

N/A per cent to N/A (If applicable, otherwise N/A) (N/A, if not applicable)
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT


Agent or Attorney-in-Fact
Gregg A. Tatum, Attorney-in-Fact

Sworn to and subscribed before me this 27th day of January, 2025 by

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

Carol Evans Carol Evans 4/20/26
(Notary Signature) (Notary's printed name) My commission expires
Notary Public State of Alabama

COUNTERSIGNED (If applicable):

Florida Licensed Insurance Agent



Contract Schedule of Items

Contract ID :	E21D3-R0
Date of Letting :	January 17, 2024
Call Order :	001
District :	District 2
Counties :	DIST/ST-WIDE
Awarded Vendor :	F205269497 PROSHOT CONCRETE, INC.
Awarded Amount :	\$1,297,121.20

Project (s) :	Fed Aid Num (s) :
41022137225	
41022147214 (*)	

Contract Days :	365
Contract Execution Days :	10
Special Start Time :	N/A
Acquis./Flexible Start Time :	00 Days (acq. time)

Description :

Perform Routine Bridge Maintenance Repairs in District Two

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2. RENEWAL OPTION. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID. BID EXPRESS MANDATORY.

Contract ID: E21D3-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 Days (acq. time) (calendar days) from the date of issuance of Notice To Proceed (NTP)

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	CD	1.00 Days	√



Florida Department of Transportation

01/25/2024

Contract Schedule

Page 3 of 5

Contract ID: E21D3-R0 Lead Project: 41022147214 Fed Aid Num: N/A

Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.

SECTION 0001 SUBSTRUCTURE MAINTENANCE/REPAIR (MH) \$1,297,121.20

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0102 14 TRAFFIC CONTROL OFFICER	730.000 HR	\$105.00000	\$76,650.00
0010	0104 10 3 SEDIMENT BARRIER	142.000 LF	\$0.05000	\$7.10
0015	0104 11 FLOATING TURBIDITY BARRIER	542.000 LF	\$0.05000	\$27.10
0020	0110 85 CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	8.000 EA	\$60.00000	\$480.00
0025	0121 70 2 FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	37.000 CY	\$150.00000	\$5,550.00
0030	0400143 CLEANING & COATING CONCRETE SURFACE, CLASS 5	2,700.000 SF	\$2.00000	\$5,400.00
0035	0400145 CLEANING CONCRETE SURFACE	4,800.000 SF	\$1.00000	\$4,800.00
0040	0400153 NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	750.000 CF	\$45.00000	\$33,750.00
0045	0401 70 6 SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	170.000 CF	\$450.00000	\$76,500.00
0050	0411 1 EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	310.000 GA	\$10.00000	\$3,100.00
0055	0411 2 CRACKS INJECT & SEAL- STRUCTURES REHAB	574.000 LF	\$40.00000	\$22,960.00
0060	0450 83 1 BEAM REPAIR, STRAND SPLICES	14.000 EA	\$200.00000	\$2,800.00



Florida Department of Transportation

01/25/2024

Contract Schedule

Page 4 of 5

Contract ID: E21D3-R0 Lead Project: 41022147214 Fed Aid Num: N/A

Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.

SECTION 0001 SUBSTRUCTURE MAINTENANCE/REPAIR (MH) \$1,297,121.20

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0065	0455 76 WRAP PILE CLUSTERS	100.000 EA	\$200.00000	\$20,000.00
0070	0458 1 21 BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	5,710.000 LF	\$72.00000	\$411,120.00
0075	0458 1 41 BRIDGE DECK EXPANSION JOINT, HOT POUR	2,060.000 LF	\$6.00000	\$12,360.00
0080	0470 1 TREATED TIMBER, STRUCTURAL	8.000 MB	\$4,200.00000	\$33,600.00
0085	0471 1 1 FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED	4.000 MB	\$6,000.00000	\$24,000.00
0090	0471 1 2 FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED	4.000 MB	\$6,000.00000	\$24,000.00
0095	0506 72 BRIDGE DRAINS- POWER CLEAN	121.000 EA	\$100.00000	\$12,100.00
0100	0524 2 1 CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"	600.000 SY	\$85.00000	\$51,000.00
0105	0530 1100 RIPRAP, SAND-CEMENT BAGS	50.000 CY	\$500.00000	\$25,000.00
0110	0530 3 3 RIPRAP- RUBBLE, BANK AND SHORE	29.000 TN	\$85.00000	\$2,465.00
0115	E102 1 3 MAINTENANCE OF TRAFFIC (SITE SPECIFIC)	140.000 LO	\$730.00000	\$102,200.00
0120	E104 1 1 SAND FILL FOR EROSION REPAIR	22.000 CY	\$100.00000	\$2,200.00



Florida Department of Transportation

01/25/2024

Contract Schedule

Page 5 of 5

Contract ID: E21D3-R0

Lead Project: 41022147214

Fed Aid Num: N/A

Awarded Vendor: F205269497

PROSHOT CONCRETE, INC.

SECTION 0001 SUBSTRUCTURE MAINTENANCE/REPAIR (MH) \$1,297,121.20

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0125	E460 19 1 ARMOR ANGLE (REMOVE)	400.000 LF	\$69.00000	\$27,600.00
0130	E460 20 1 POLYMER JOINT REPLACEMENT	280.000 CF	\$700.00000	\$196,000.00
0135	E460 20 14 ELASTOMERIC STRUCT JOINT SEAL REPLACE	8,996.000 LF	\$12.00000	\$107,952.00
0140	E470 75 TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	100.000 LF	\$120.00000	\$12,000.00
0145	E470 75 1 FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	60.000 EA	\$25.00000	\$1,500.00

Total Bid: \$1,297,121.20

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

E21D3

1/28/2025

CONTRACT INFORMATION

Contract:	E21D3
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINT)
Method of Procurement:	X - COMPETITIVE BID (337.11, F.S.; 334.30, F.S.)
Vendor Name:	PROSHOT CONCRETE, INC.
Vendor ID:	F205269497004
Beginning Date of This Agreement:	03/02/2024
Ending Date of This Agreement:	03/01/2026
Contract Total/Budgetary Ceiling:	ct = \$3,989,513.60
Description:	Bridge Inspection

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/28/2025

Action:	Renewal	Renewal
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$316,866.20	\$980,255.00
Financial Project:	41022137225	41022147214
Work Activity (FCT):	845	845
CFDA:		
Fiscal Year:	2025	2025
Budget Entity:	55150200	55150200
Category/Category Year:	088712/25	088712/25
Amendment ID:	L001	L001
Sequence:	00	01
User Assigned ID:	1	1
Enc Line (6s)/Status:	0004/04	0005/04

Total Amount: \$1,297,121.20



CERTIFICATE OF LIABILITY INSURANCE

CS-24-309
Contract No. CM3832 (MM/DD/YYYY)
 1/24/2025

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

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

PRODUCER Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham AL 35223		CONTACT NAME: Ashleigh Calvert PHONE (A/C, No. Ext): 205-874-3600 E-MAIL ADDRESS: acalvert@cacgroup.com FAX (A/C, No): 205-414-8105	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New Hampshire Ins. Company	
		INSURER B: Navigators Specialty Ins Co	
		INSURER C: Zurich American Insurance Company	
		INSURER D: Charter Oak Fire	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1292546691

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO143704604	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded 250 <input checked="" type="checkbox"/> Coll Ded 500	Y	Y	BAP148163504	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	GA23EXC874299IV	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	025893654	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Equipment Floater			QT6303H562574TIL24	9/1/2024	9/1/2025	Leased / Rented 500,000

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...

CERTIFICATE HOLDER

CANCELLATION

Florida Department of Transportation - District 2
 1109 South Marion Avenue
 Mail Station 2015
 Lake City FL 32025-0000

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

Antonia R...

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ADDITIONAL REMARKS SCHEDULE

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

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
RE: E21D3-R1
Counties: District Wide
Financial Project Numbers: 41022137225, 41022147214



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 1481635-04	09/01/2024	09/01/2025		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

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

The following are also "insureds":

- 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.
- 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.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- 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.

- 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:

- 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.
- 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.



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.
GLO143704604	09/01/2024	09/01/2025				

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Florida Department of Transportation - District 2	1109 South Marion Avenue Mail Station 2015 Lake City FL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

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

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

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

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO 1437046 - 04

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Florida Department of Transportation - District 2	1109 South Marion Avenue Mail Station 2015 Lake City, FL 32025, .
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO 1437046 - 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE
Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights
Of Recovery Against Others To Us of Section IV –
Conditions:

We waive any right of recovery against the person(s) or
organization(s) shown in the Schedule above because of
payments we make under this Coverage Part. Such waiver
by us applies only to the extent that the insured has waived
its right of recovery against such person(s) or
organization(s) prior to loss. This endorsement applies only
to the person(s) or organization(s) shown in the Schedule
above.

POLICY NUMBER: GLO 1437046 - 04

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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.
GLO143704604	09/01/2024	09/01/2025	09/01/2024		\$ 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. 09/01/2024

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 09/01/2024 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



*Florida Department of Transportation*RON DESANTIS
GOVERNOR1109 S. Marion Avenue
Lake City, FL 32025-5874JARED W. PERDUE, P.E.
SECRETARY

February 2, 2024

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

Contract Number: E21D3-R0
Financial Project Number: 41022137225, 41022147214
Awarded Amount: \$1,297,121.20
County(ies): District-wide
Letting Date: January 17, 2024
Contract Description: The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2.

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 16, 2024).**The estimated completion date of this Contract is **04/26/2025**.

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

Sincerely,

*Brittany Whiddon*Brittany Whiddon
District Contracts Administrator

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.)
David Byrd, Maintenance	(E-mail Award Documents, Spec. Pkg.)
Florida Trans. Builders Assoc.	(E-mail Award Documents, Spec. Pkg) chartsfield@ftba.com

BID BLANK
STATE JOB

Let by: District 2 - Lake City

Proshot Concrete, Inc.

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

FINANCIAL PROJECT NO(S): 41022137225, 41022147214

ROAD(S) NO(S):

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

CONTRACT NO.: E21D3-R0

CONTRACT CALENDAR DAYS: 365 w/ renewal option

DATE BIDS DUE: 01/17/2024 @ 11:00 a.m.

TOTAL AMOUNT:

DATE OF AWARD: 02/02/2024

\$ 1,297,121.20

DATE OF CONTRACT

EXECUTION: 02/15/2024

10.67 % 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)

The work under this Work Document Driven Contract consists of providing labor, materials, equipment,
and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by
the Engineer 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: Sandra.Brink@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL****E21D3****1/25/2024****CONTRACT INFORMATION**

Contract:	E21D3
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINT)
Method of Procurement:	X - COMPETITIVE BID (337.11, F.S.; 334.30, F.S.)
Vendor Name:	PROSHOT CONCRETE, INC.
Vendor ID:	F205269497004
Beginning Date of This Agreement:	03/04/2024
Ending Date of This Agreement:	03/03/2025
Contract Total/Budgetary Ceiling:	ct = \$1,297,121.20
Description:	Bridge Inspection

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/25/2024**

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$316,866.20	\$980,255.00
Financial Project:	41022137225	41022147214
Work Activity (FCT):	845	845
CFDA:		
Fiscal Year:	2024	2024
Budget Entity:	55150200	55150200
Category/Category Year:	088712/24	088712/24
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:	ME21D3	ME21D3
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: \$1,297,121.20

CONTRACT
District

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

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

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

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

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

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer 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): 41022137225, 41022147214 Contract No. E21D3-R0

Complete the following as appropriate

Entity Name: <u>Proshot Concrete, Inc.</u>	(Seal)
DocuSigned by: _____	
Authorized Signature: <u>Connie D Dill</u>	Name & Title (Print): <u>office Manager</u>
E7E32DD7F1F344E...	
*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>Alabama</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

DocuSigned by:
Karen F. For
5566F43A2CD54F5...
District 2 Procurement Services Administrator

DocuSigned by:
Angela Hensel 02/15/2024 | 3:42 PM
0D4237CB170D4C2...
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

DocuSigned by:
Travis Humphries
EC4DDF59BDAD49F...
Director of Transportation Operations

Date: 02/15/2024 | 5:20 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
December 18, 2023
Advertisement No. 1

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: <https://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 <https://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, January 17, 2024.

Bid totals for each bid submitted will be read aloud for those present and will be available at 11:00 AM January 17, 2024 in the District 2 Lake City District Office Complex, Lake City, Florida.. Agenda: a) Opening Remarks; b) 15 minutes of public input; c) Reading of bids; d) Closing. Anyone needing special accommodations under the Americans with Disabilities Act of 1990 should send an e-mail to: contracts.admin@dot.state.fl.us or call telephone number (386)961-7510. Special accommodation requests under the Americans with Disabilities Act should be made at least seven days prior to the public meeting. Bidders may obtain preliminary bid results at: <https://fdotwp1.dot.state.fl.us/wTBidLetting/LettingMain>, select district then click on appropriate date.

DEADLINE FOR PROPOSALS AND PROPOSAL HOLDERS LIST

The deadline for obtaining bid packages shall be 24 hours prior to the scheduled letting date and time. A list of plan holders may be obtained by visiting the District Contracts Administration website at: www.fdot.gov/contracts/d2, click “Letting and Project Information” and select letting date from the Lettings Menu.

-----NOTE-----

Proposals will not be issued after 11:00 AM Local Time on Tuesday, January 16, 2024 .

Document Ordering Information

Orders for documents are placed using the Contract Proposal Processing Online Ordering System at [CPP.Web\(fdot.gov\)](http://CPP.Web(fdot.gov)). 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 https://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) https://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 <https://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.

IDENTICAL BIDS

After consideration in accordance with Article 3-1 of the Standard Specifications for Road and Bridge Construction, or as amended by the project Specifications Package or any Supplemental Specifications Packages, if it is determined that multiple responsive bidders submit identical proposals (bids), the Department will determine the order in which proposals are to be considered for Contract award by means of a random selection: coin toss or drawing of lots. The method used to determine the order in which proposals are to be considered for Contract award shall be announced at the beginning of the public meeting held for the purpose described herein.

INSURANCE

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

ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a potential bidder as a result of any oral discussion with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department. Notices of changes (addenda) will be posted on the Districts Contracts Administration website at: www.fdot.gov/contracts/d2, click "Letting and Project Information" and select letting date from the Lettings Menu. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid. **All addenda will be acknowledged by signature and subsequent submission of addenda with the bid when so stated in the addenda.**

BID QUESTIONS

Direct questions regarding the advertised projects by posting them to the Department website at the following URL address: <https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>.

PROPOSAL GUARANTY

For bids over \$150,000.00, the standard proposal guaranty of 5% of the bid will be required, unless otherwise stipulated in the proposal advertisement. A Proposal Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Proposal Guaranty made payable to the Florida Department of Transportation must be received for each bid in excess of **\$150,000.00**. A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. The guaranty amount shall include all bid items except construction days for A+B bidding and lane closure for Lane Rental Bidding. Proposal Guaranty shall substantially conform to DOT Form 375-020-09. Surety2000 or Tinubu Surety Solution electronic Proposal Guaranty submittal may be used in conjunction with Bid Express internet bid submittal. For more information, please visit <https://www.surety2000.com> for Surety2000 or <https://www.tinubu.com> for Tinubu Surety Solution. 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

POSTING NOTICE

The bid tabulation and intent to award will be posted on January 29, 2024 or February 05, 2024 at www.fdot.gov/contracts/d2, click the "Letting and Project Information" and select letting date from the Listings Menu. The posting provides notice of the Department's intent to award a contract or reject all bids. The Department's Notice of Intent regarding a project will be posted on only one of the alternate posting dates. Bidders are solely responsible for timely

monitoring or otherwise verifying on which of the specified alternate posting dates the posting of award or rejection of all bids actually occurs.

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

AFFIRMATIVE ACTION (EQUAL EMPLOYMENT OPPORTUNITY)

The Florida Department of Transportation (hereinafter referred to as the "Department"), in accordance with **Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4 and related authorities, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, or sex in consideration for an award. Further, it is the policy of the Department to not discriminate against bidders on the grounds of race, color, national origin, religion, sex, age, or disability/handicap in consideration for an award. A bidder must have an approved DBE Affirmative Action (DBE/AA) Plan prior to contract award. Please use the following link http://www.fdot.gov/contracts/cpp_online_ordering/bidder_assist.shtm, Standard Specifications for Road and Bridge Construction and the Special Provisions for instructions for submission of a DBE/AA Plan. The DBE/AA Plan should be submitted for approval prior to the bidding.

MINIMUM WAGE

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

EMAIL SUBSCRIPTION LIST

To get on the e-mail subscription list, go to <https://fdotwp1.dot.state.fl.us/reportsubscriptions/> and fill out the necessary information to "Subscribe". To obtain information concerning other districts, go to <https://www.fdot.gov/contracts/district-offices/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:	02240117	Call Order: 001	Proposal: E21D3-R0	District:02
Counties:	DIST/ST-WIDE			
Road Name:	Perform Routine Bridge Maintenance Repairs in District Two			
Limits:	Midpoint			
Project(s):	41022137225	Federal Aid No: N/A		
Project(s):	41022147214(*)	Federal Aid No: N/A		
Total Roadway Length:	0.000 Miles	Contract Days:	365	
Total Bridge Length:	0.000 Miles	Letting Date:	01/17/24	
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10	
		Special Start Date:	N/A	
		Aquis/Flexible Start Time:	00 Days (acq. time)	

Proposal Budget Estimate: \$1,200,000.00

Please read the full advertisement

Description:

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2. RENEWAL OPTION. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID. BID EXPRESS MANDATORY.

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Call Order: 001 Proposal: E21D3-R0

ALT	Item	Description	Unit	Quantity
Section 0001 SUBSTRUCTURE MAINTENANCE/REPAIR (MH)				
	0102- 14-	TRAFFIC CONTROL OFFICER	HR	730.000
	0104- 10- 3	SEDIMENT BARRIER	LF	142.000
	0104- 11-	FLOATING TURBIDITY BARRIER	LF	542.000
	0110- 85-	CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	EA	8.000
	0121- 70- 2	FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	CY	37.000
	0400-143-	CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF	2,700.000
	0400-145-	CLEANING CONCRETE SURFACE	SF	4,800.000
	0400-153-	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	CF	750.000
	0401- 70- 6	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	CF	170.000
	0411- 1-	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	310.000
	0411- 2-	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	574.000
	0450- 83- 1	BEAM REPAIR, STRAND SPLICES	EA	14.000
	0455- 76-	WRAP PILE CLUSTERS	EA	100.000
	0458- 1- 21	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	LF	5,710.000
	0458- 1- 41	BRIDGE DECK EXPANSION JOINT, HOT POUR	LF	2,060.000
	0470- 1-	TREATED TIMBER, STRUCTURAL	MB	8.000
	0471- 1- 1	FENDER SYSTEM,PLASTIC MARINE LUMBER,REINFORCED	MB	4.000
	0471- 1- 2	FENDER SYSTEM,PLASTIC MARINE LUMBER, NON-REINFORCED	MB	4.000
	0506- 72-	BRIDGE DRAINS- POWER CLEAN	EA	121.000
	0524- 2- 1	CONCRETE SLOPE PAVEMENT,NON REINFORCED, 3"	SY	600.000
	0530- 1-100	RIPRAP, SAND-CEMENT BAGS	CY	50.000
	0530- 3- 3	RIPRAP- RUBBLE, BANK AND SHORE	TN	29.000
	E102- 1- 3	MAINTENANCE OF TRAFFIC (SITE SPECIFIC)	LO	140.000
	E104- 1- 1	SAND FILL FOR EROSION REPAIR	CY	22.000
	E460- 19- 1	ARMOR ANGLE (REMOVE)	LF	400.000
	E460- 20- 1	POLYMER JOINT REPLACEMENT	CF	280.000
	E460- 20- 14	ELASTOMERIC STRUCT JOINT SEAL REPLACE	LF	8,996.000
	E470- 75-	TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	LF	100.000
	E470- 75- 1	FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	EA	60.000

**WORKFORCE AND EMPLOYMENT
OPPORTUNITIES OFFICES**

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

www.floridajobs.org/onestop/onestopdir/

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

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

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

Bid Load Information

Letting: 02240117Letting Date: 01/17/2024Contract: E21D3-R0Call Order: 001Project: 41022137225,41022147214,,County: DIST/ST-WIDE,,,Amendments: 0Contract Days: 365 CD

Vendor ID: F205269497Proshot Concrete, Inc.Address: 4158 Musgrove DriveStateIncorp: Alabama (AL)Florence AL 35630Phone: 256-764-5941Fax: 256-764-5946Email: cdill@proshotconcrete.com

Bid Bond Method: Electronic BidBid Bond ID: SFL01044124Bond Percent: 5%Bond Verified: YesVerify Status: 1Surety Company: Fidelity and Deposit Company of MarylandRegistry Company: Surety2000Execution Date: 01/05/2024 03:48:30 PMMaximum Bond Amt:

Is File Attached? YESFile Name: Experience form.pdfFile Location: ../x509BidDocuments/02240117/E21D3-R0/Attachments.zip (Attachments_F205269497_02240117_E21D3-R0.zip)EOC Acknowledged? YesFuel Adjustment:

TOTAL BID AMOUNT: \$ 1,297,121.20Bid 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
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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"):



Contract Schedule of Items

Contract ID :	E21D3-R0
Date of Letting :	January 17, 2024
Call Order :	001
District :	District 2
Counties :	DIST/ST-WIDE
Awarded Vendor :	F205269497 PROSHOT CONCRETE, INC.
Awarded Amount :	\$1,297,121.20

Project (s) :	Fed Aid Num (s) :
41022137225	
41022147214 (*)	

Contract Days :	365
Contract Execution Days :	10
Special Start Time :	N/A
Acquis./Flexible Start Time :	00 Days (acq. time)

Description :

Perform Routine Bridge Maintenance Repairs in District Two

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2. RENEWAL OPTION. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID. BID EXPRESS MANDATORY.

Contract ID: E21D3-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 Days (acq. time) (calendar days) from the date of issuance of Notice To Proceed (NTP)

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	CD	1.00 Days	√



Florida Department of Transportation

01/25/2024

Contract Schedule

Page 3 of 5

Contract ID: E21D3-R0 **Lead Project:** 41022147214 **Fed Aid Num:** N/A

Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.

SECTION **0001** **SUBSTRUCTURE MAINTENANCE/REPAIR (MH)** **\$1,297,121.20**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0102 14 TRAFFIC CONTROL OFFICER	730.000 HR	\$105.00000	\$76,650.00
0010	0104 10 3 SEDIMENT BARRIER	142.000 LF	\$0.05000	\$7.10
0015	0104 11 FLOATING TURBIDITY BARRIER	542.000 LF	\$0.05000	\$27.10
0020	0110 85 CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	8.000 EA	\$60.00000	\$480.00
0025	0121 70 2 FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	37.000 CY	\$150.00000	\$5,550.00
0030	0400143 CLEANING & COATING CONCRETE SURFACE, CLASS 5	2,700.000 SF	\$2.00000	\$5,400.00
0035	0400145 CLEANING CONCRETE SURFACE	4,800.000 SF	\$1.00000	\$4,800.00
0040	0400153 NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	750.000 CF	\$45.00000	\$33,750.00
0045	0401 70 6 SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	170.000 CF	\$450.00000	\$76,500.00
0050	0411 1 EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	310.000 GA	\$10.00000	\$3,100.00
0055	0411 2 CRACKS INJECT & SEAL- STRUCTURES REHAB	574.000 LF	\$40.00000	\$22,960.00
0060	0450 83 1 BEAM REPAIR, STRAND SPLICES	14.000 EA	\$200.00000	\$2,800.00



Florida Department of Transportation

01/25/2024

Contract Schedule

Page 4 of 5

Contract ID: E21D3-R0 **Lead Project:** 41022147214 **Fed Aid Num:** N/A
Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.
SECTION **0001** **SUBSTRUCTURE MAINTENANCE/REPAIR (MH)** **\$1,297,121.20**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0065	0455 76 WRAP PILE CLUSTERS	100.000 EA	\$200.00000	\$20,000.00
0070	0458 1 21 BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	5,710.000 LF	\$72.00000	\$411,120.00
0075	0458 1 41 BRIDGE DECK EXPANSION JOINT, HOT POUR	2,060.000 LF	\$6.00000	\$12,360.00
0080	0470 1 TREATED TIMBER, STRUCTURAL	8.000 MB	\$4,200.00000	\$33,600.00
0085	0471 1 1 FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED	4.000 MB	\$6,000.00000	\$24,000.00
0090	0471 1 2 FENDER SYSTEM, PLASTIC MARINE LUMBER, NON-REINFORCED	4.000 MB	\$6,000.00000	\$24,000.00
0095	0506 72 BRIDGE DRAINS- POWER CLEAN	121.000 EA	\$100.00000	\$12,100.00
0100	0524 2 1 CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"	600.000 SY	\$85.00000	\$51,000.00
0105	0530 1100 RIPRAP, SAND-CEMENT BAGS	50.000 CY	\$500.00000	\$25,000.00
0110	0530 3 3 RIPRAP- RUBBLE, BANK AND SHORE	29.000 TN	\$85.00000	\$2,465.00
0115	E102 1 3 MAINTENANCE OF TRAFFIC (SITE SPECIFIC)	140.000 LO	\$730.00000	\$102,200.00
0120	E104 1 1 SAND FILL FOR EROSION REPAIR	22.000 CY	\$100.00000	\$2,200.00



Florida Department of Transportation

01/25/2024

Contract Schedule

Page 5 of 5

Contract ID: E21D3-R0 Lead Project: 41022147214 Fed Aid Num: N/A

Awarded Vendor: F205269497 PROSHOT CONCRETE, INC.

SECTION 0001 SUBSTRUCTURE MAINTENANCE/REPAIR (MH) \$1,297,121.20

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0125	E460 19 1 ARMOR ANGLE (REMOVE)	400.000 LF	\$69.00000	\$27,600.00
0130	E460 20 1 POLYMER JOINT REPLACEMENT	280.000 CF	\$700.00000	\$196,000.00
0135	E460 20 14 ELASTOMERIC STRUCT JOINT SEAL REPLACE	8,996.000 LF	\$12.00000	\$107,952.00
0140	E470 75 TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	100.000 LF	\$120.00000	\$12,000.00
0145	E470 75 1 FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	60.000 EA	\$25.00000	\$1,500.00

Total Bid: \$1,297,121.20

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Letting:	02240117	Call Order: 001	Proposal: E21D3-R0	District:02
Counties:	DIST/ST-WIDE			
Road Name:	Perform Routine Bridge Maintenance Repairs in District Two			
Limits:	Midpoint			
Project(s):	41022137225	Federal Aid No: N/A		
Project(s):	41022147214(*)	Federal Aid No: N/A		
Total Roadway Length:	0.000 Miles	Contract Days:	365	
Total Bridge Length:	0.000 Miles	Letting Date:	01/17/24	
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10	
		Special Start Date:	N/A	
		Aquis/Flexible Start Time:	00 Days (acq. time)	
Proposal Budget Estimate:	\$1,200,000.00			

Please read the full advertisement

Description:

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2. RENEWAL OPTION. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID. BID EXPRESS MANDATORY.

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Call Order: 001 Proposal: E21D3-R0				
ALT	Item	Description	Unit	Quantity
Section 0001 SUBSTRUCTURE MAINTENANCE/REPAIR (MH)				
	0102- 14-	TRAFFIC CONTROL OFFICER	HR	730.000
	0104- 10- 3	SEDIMENT BARRIER	LF	142.000
	0104- 11-	FLOATING TURBIDITY BARRIER	LF	542.000
	0110- 85-	CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN	EA	8.000
	0121- 70- 2	FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY	CY	37.000
	0400-143-	CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF	2,700.000
	0400-145-	CLEANING CONCRETE SURFACE	SF	4,800.000
	0400-153-	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	CF	750.000
	0401- 70- 6	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	CF	170.000
	0411- 1-	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	310.000
	0411- 2-	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	574.000
	0450- 83- 1	BEAM REPAIR, STRAND SPLICES	EA	14.000
	0455- 76-	WRAP PILE CLUSTERS	EA	100.000
	0458- 1- 21	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	LF	5,710.000
	0458- 1- 41	BRIDGE DECK EXPANSION JOINT, HOT POUR	LF	2,060.000
	0470- 1-	TREATED TIMBER, STRUCTURAL	MB	8.000
	0471- 1- 1	FENDER SYSTEM,PLASTIC MARINE LUMBER,REINFORCED	MB	4.000
	0471- 1- 2	FENDER SYSTEM,PLASTIC MARINE LUMBER, NON-REINFORCED	MB	4.000
	0506- 72-	BRIDGE DRAINS- POWER CLEAN	EA	121.000
	0524- 2- 1	CONCRETE SLOPE PAVEMENT,NON REINFORCED, 3"	SY	600.000
	0530- 1-100	RIPRAP, SAND-CEMENT BAGS	CY	50.000
	0530- 3- 3	RIPRAP- RUBBLE, BANK AND SHORE	TN	29.000
	E102- 1- 3	MAINTENANCE OF TRAFFIC (SITE SPECIFIC)	LO	140.000
	E104- 1- 1	SAND FILL FOR EROSION REPAIR	CY	22.000
	E460- 19- 1	ARMOR ANGLE (REMOVE)	LF	400.000
	E460- 20- 1	POLYMER JOINT REPLACEMENT	CF	280.000
	E460- 20- 14	ELASTOMERIC STRUCT JOINT SEAL REPLACE	LF	8,996.000
	E470- 75-	TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS	LF	100.000
	E470- 75- 1	FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS	EA	60.000



Bid Questions and Answers Report

Date & Time:

1/22/2024 8:57:53 AM

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

District Phone: (386) 961-7434

Proposal: E21D3-R0

Project: 410221-4-72-14

Letting Date: 1/17/2024

Location: DISTRICT OFFICE

Description: Perform Routine Bridge Maintenance Repairs in District Two

Question:	44437: For item 110-85 Cleaning Interior of Segmental Box Girder Span what is the approximate SF per span to estimate from?	Posted:	1/11/2024 12:14:15 PM
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Answer:	<p>Reminder: For 30 day advertisements: 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.</p> <p>For 60 day advertisements: Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, 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.</p> <p>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</p>	Status:	ANSWER PUBLISHED
		Posted:	1/15/2024 3:25:04 AM

Question:	44438: For Item 110 -85 Cleaning Int. of Segmental Box Girder Span is this to pressure wash all sides of the inside of the box as no description of the cleaning is given? What is being cleaned or how much is being cleaned? Please give a more detailed description of what is occurring here.	Posted:	1/11/2024 12:19:03 PM
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Answer:	<p>Reminder: For 30 day advertisements: 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.</p> <p>For 60 day advertisements: Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, 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.</p> <p>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</p>	Status:	ANSWER PUBLISHED
		Posted:	1/15/2024 3:25:04 AM
Question:	<p>44454: There is no section 470-75 in the FDOT standard spec book. Please clarify what the 100 LF of pay item 0140 and 60 "each" of 0145 ?</p>	Posted:	1/12/2024 1:48:48 PM
Answer:	<p>Reminder: For 30 day advertisements: 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.</p> <p>For 60 day advertisements: Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, 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.</p> <p>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</p>	Status:	ANSWER PUBLISHED
		Posted:	1/15/2024 3:25:04 AM
Question:	<p>44455: For Pay item E102 1 3 Maintenance of Traffic , 140 LO. Please clarify the definition of "LO" as a unit of measurement? Since there are no plans or locations associated with the bid documents how are we to price "LO" per "site specific" location? Please clarify</p>	Posted:	1/12/2024 2:04:27 PM

Answer:	<p>Reminder: For 30 day advertisements: 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.</p> <p>For 60 day advertisements: Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, 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.</p> <p>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</p>	Status:	ANSWER PUBLISHED
		Posted:	1/15/2024 3:25:04 AM



Florida Department of Transportation

01/25/2024

Page 1 of 1

Vendor Ranking

Letting: 02240117 January 17, 2024 11:00 AM **Call Order:** 001 **Contract:** E21D3-R0
District: District 2 **Counties:** DIST/ST-WIDE **Fed Aid No:** N/A
Contract Time: 365 CALENDAR DAYS **Project(s):** 41022137225
Contract Desc: Perform Routine Bridge Maintenance Repairs in District Two 41022147214 (*)

Rank	Vendor	Bid Type	Bid Status	Total Bid	Percent Of Low Bid
1	PROSHOT CONCRETE, INC.	Responsive	Winning bid	\$1,297,121.20	100.00%
2	BRIDGE MASTERS CONSTRUCTION, LLC	Responsive	Non-Winning Bid	\$1,860,586.00	143.44%
3	M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC.	Responsive	Non-Winning Bid	\$4,365,076.00	336.52%
4	OLYMPUS PAINTING CONTRACTORS, INC.	Responsive	Non-Winning Bid	\$4,750,400.00	366.23%
5	SOUTHERN ROAD & BRIDGE, LLC	Responsive	Non-Winning Bid	\$13,665,776.00	1053.55%

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://cpp.fdot.gov/>

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: 02240117

Letting Date: 01/17/2024

Proposal: E21D3-R0

Call Order: 001

Amendments: 0

Contract Days: 365 CD

Lead PrjNum: 41022147214

Federal Aid#: N/A

Project(s): 41022137225,41022147214,,,

Counties: DIST/ST-WIDE,,,

TOTAL BID AMOUNT: \$ **1,297,121.20**Bid Errors: **No**Is File Attached? **YES**File Name: **Experience form.pdf**

Proposal Description

LETTING LOCATION: 1109 S Marion Avenue

POSTING DATES: 01/29/2024 and 02/05/2024

CONTRACT DAYS: 365

CONTRACT EXECUTION DAYS: 10

SPECIAL START DATE: N/A

ACQUIS./FLEXIBLE START TIME: 00 Days (acq. time)

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2.

RENEWAL OPTION. EXPERIENCE IN BRIDGE REPAIR (FORM 850-070-04) MUST BE COMPLETED AND SUBMITTED WITH THE BID.

BID EXPRESS MANDATORY.

Bid Errors: **No**

Schedule Of Items

Line#	Item Number	Quantity	Unit	Unit Price	Extension
Section 0001					
SUBSTRUCTURE MAINTENANCE/REPAIR (MH)					
0005	0102 14	730.000	HR	\$105.00000	\$76,650.00
	TRAFFIC CONTROL OFFICER				
0010	0104 10 3	142.000	LF	\$0.05000	\$7.10
	SEDIMENT BARRIER				
0015	0104 11	542.000	LF	\$0.05000	\$27.10
	FLOATING TURBIDITY BARRIER				
0020	0110 85	8.000	EA	\$60.00000	\$480.00
	CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN				
0025	0121 70 2	37.000	CY	\$150.00000	\$5,550.00
	FLOWABLE FILL, MAINTENANCE CONTRACTS ONLY				
0030	0400143	2700.000	SF	\$2.00000	\$5,400.00
	CLEANING & COATING CONCRETE SURFACE, CLASS 5				
0035	0400145	4800.000	SF	\$1.00000	\$4,800.00
	CLEANING CONCRETE SURFACE				
0040	0400153	750.000	CF	\$45.00000	\$33,750.00
	NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB				
0045	0401 70 6	170.000	CF	\$450.00000	\$76,500.00
	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC				
0050	0411 1	310.000	GA	\$10.00000	\$3,100.00
	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB				
0055	0411 2	574.000	LF	\$40.00000	\$22,960.00
	CRACKS INJECT & SEAL- STRUCTURES REHAB				
0060	0450 83 1	14.000	EA	\$200.00000	\$2,800.00
	BEAM REPAIR, STRAND SPLICES				
0065	0455 76	100.000	EA	\$200.00000	\$20,000.00
	WRAP PILE CLUSTERS				
0070	0458 1 21	5710.000	LF	\$72.00000	\$411,120.00
	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD				
0075	0458 1 41	2060.000	LF	\$6.00000	\$12,360.00
	BRIDGE DECK EXPANSION JOINT, HOT POUR				
0080	0470 1	8.000	MB	\$4,200.00000	\$33,600.00
	TREATED TIMBER, STRUCTURAL				
0085	0471 1 1	4.000	MB	\$6,000.00000	\$24,000.00
	FENDER SYSTEM,PLASTIC MARINE LUMBER,REINFORCED				
0090	0471 1 2	4.000	MB	\$6,000.00000	\$24,000.00
	FENDER SYSTEM,PLASTIC MARINE LUMBER, NON-REINFORCED				
0095	0506 72	121.000	EA	\$100.00000	\$12,100.00
	BRIDGE DRAINS- POWER CLEAN				
0100	0524 2 1	600.000	SY	\$85.00000	\$51,000.00
	CONCRETE SLOPE PAVEMENT,NON REINFORCED, 3"				
0105	0530 1100	50.000	CY	\$500.00000	\$25,000.00
	RIPRAP, SAND-CEMENT BAGS				
0110	0530 3 3	29.000	TN	\$85.00000	\$2,465.00
	RIPRAP- RUBBLE, BANK AND SHORE				

0115	E102	1	3	140.000	LO	\$730.00000	\$102,200.00
MAINTENANCE OF TRAFFIC (SITE SPECIFIC)							
0120	E104	1	1	22.000	CY	\$100.00000	\$2,200.00
SAND FILL FOR EROSION REPAIR							
0125	E460	19	1	400.000	LF	\$69.00000	\$27,600.00
ARMOR ANGLE (REMOVE)							
0130	E460	20	1	280.000	CF	\$700.00000	\$196,000.00
POLYMER JOINT REPLACEMENT							
0135	E460	20	14	8996.000	LF	\$12.00000	\$107,952.00
ELASTOMERIC STRUCT JOINT SEAL REPLACE							
0140	E470	75		100.000	LF	\$120.00000	\$12,000.00
TIMBER FENDER SYSTEM REPAIR INCLUDES REMOVAL/DISPOSAL OF DAMAGED MATERIALS							
0145	E470	75	1	60.000	EA	\$25.00000	\$1,500.00
FENDER SYSTEM FASTENING REPLACEMENT - GALVANIZED INCLUDES U-BOLT, CARRIAGE BOLTS AND COUPLING NUTS							

Section 0001 Total

\$1,297,121.20

Bid Items Total:

\$1,297,121.20

Proposal Sites

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

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

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

I. ACKNOWLEDGMENT OF PROPOSAL

- ☒ **YES**
☐ **NO**

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

- ☒ **YES**
☐ **NO**

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

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

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

I. ACKNOWLEDGMENT OF PROPOSAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL OF **Proshot Concrete, Inc.**

TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

The Bidder further agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within **10** calendar days (*specified as CONTRACT EXECUTION DAYS in the proposal description*), excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than **365** calendar days (*specified as CONTRACT DAYS in the proposal description*). It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be:

(a) either 1) **00 Days (acq. time)** calendar days (*specified as ACQUIS./FLEXIBLE START TIME in the proposal description*) from the date of issuance of the initial notice to begin work

or 2) the date on which the Contractor actually begins work which ever date is earlier, OR

(b) Special Start Date as specified in the proposal description, OR

(c) Anytime after the date specified in the proposal description

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

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

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

The Bidder, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Bidder agrees to indemnify, defend, and save harmless, the Department against any cost, damage, or expense which it may incur or be caused by any error in the Bidder's preparation of same. By signing and submitting this proposal, the Bidder certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

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

Section 287.134(3)(a), Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

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.

☐ YES

☒ NO

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

DESCRIPTION	MEASURE	QUANTITY	UNIT COST	EXTENDED COST
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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:

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

will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

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

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

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

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

<https://cpp.fdot.gov>

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://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/>

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

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 that this step must be completed within three business days of submission of bid.*

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

<https://fdotwp1.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>

FLORIDA DEPARTMENT OF TRANSPORTATION
STATE OF INCORPORATION

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

If "OTHER" selected above, explain:

FLORIDA DEPARTMENT OF TRANSPORTATION
POSTING NOTICE

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

POSTING DATES: **01/29/24** and **02/05/24**

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

Any person adversely affected by the Department's intended decision to award a contract or to reject all bids shall file with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Room 550, Tallahassee, FL 32399-0458, a Notice of Protest and Bond within **72 hours** of posting of the Summary of Bids. If notice of intended decision is given by fax transmission or express delivery, the adversely affected person must file the Notice of Protest and Bond within **72 hours** after receipt of the Notice of Intent. A formal written protest must be filed within **ten days** after filing the Notice of Protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a Waiver of Proceedings under Chapter 120, Florida Statutes.

FLORIDA DEPARTMENT OF TRANSPORTATION
FILE ATTACHMENT UPLOAD

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

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)**
Experience form.pdf

FLORIDA DEPARTMENT OF TRANSPORTATION
BID or PROPOSAL BOND

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

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

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

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

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

- ☐ Not Required
- ☐ Paper Bid Bond
- ☐ Certified Check
- ☒ Electronic Bid Bond

Select below links for more information of the available electronic bid bond providers:

[Surety2000](#)
[Tinubu Surety](#)

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

* Surety Registry Agency: Surety2000
 * Bond ID: SFL01044124

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:

Bond Agency Name: Cobbs Allen
Bond Agency Contact: Grantland Rice III
Bond Agency Phone: 205-874-1222
Bond Agency Address: 115 Office Park Drive
Bond Agency City: Birmingham
Bond Agency State: AL

Bond Pct: 5
Maximum Bond Amt:
Execution Date: 01/05/2024 03:48:30 PM
Executed By: Grantland Rice 111
Phone: 2058741222
Countersigned: False

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: SFL01044124
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. **E21D3-R0**, lead Financial Project No. **41022147214**, 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 **01/05/2024 03:48:30 PM**

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

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.

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

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

Signature

Agency

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid Errors: **No**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT BOND375-020-27
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 - 1056

(City, State, Zip, Email Address) are held and firmly bound unto the State of Florida, in the full and just sum of
One Million Two Hundred Ninety Seven Thousand One Hundred Twenty One Dollars and Twenty Cents.

DOLLARS (\$ 1,297,121.20), 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)

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge
Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2.

_____ in District-wide _____ County(ies),
particularly known as Federal Aid Project No(s): N/A

Financial Project No(s). 41022137225, 41022147214 Contract No. E21D3-R0

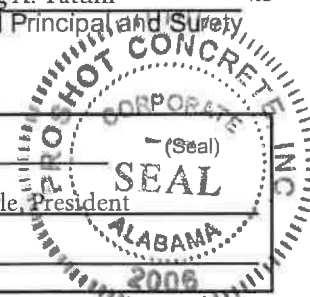
(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and
WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the
conditions of this obligation are such that if the above- bound Principal 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 Gregg A. Tatum its Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 2nd day of February, 2024.

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: <u>[Signature]</u> Gregg A. Tatum 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> Gregg A. Tatum Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: <u>Cobbs Allen</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>gtatum@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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of February, 2024.



A handwritten signature in dark ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT AFFIDAVIT

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

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, the undersigned authority, personally appeared Gregg A. Tatum
(Attorney-In-Fact)
who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws
of the State of Alabama (If applicable, otherwise N/A), to represent Fidelity and Deposit Company of Maryland
(Surety Co.)
of Schamburg, Illinois (City and State) a company authorized to make surety bonds under the laws of the
State of Florida.

Gregg A. Tatum further certifies that as Attorney-in-Fact
(Attorney-In Fact for Surety Co.)
for the said Fidelity and Deposit Company of Maryland has signed the attached bond in the sum of
(Surety Co.)
\$ 1,297,121.20 on behalf of Proshot Concrete, Inc.
(Contractor)
covering Financial Project No.(s) 41022137225, 41022147214 ;

The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and etc. ;

Contract No.(s) E21D3-R0 ; in District-wide County(ies), Florida.

Said Gregg A. Tatum, Attorney-in-Fact further certifies that the premium on the
said bond is \$12,225.00 , 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 30.0% per cent as
Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A per cent to N/A ,
(If applicable, otherwise N/A) (N/A, if not applicable)
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Gregg A. Tatum
Agent or Attorney-in-Fact

Sworn to and subscribed before me this 2nd day of February, 2024 by

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

Personally known as identification.
(type of identification)

Carol Evans
(Notary Signature)

Carol Evans 4/20/26
(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, JR, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE of Birmingham, Alabama, 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 26th day of October, A.D. 2023.



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

By: Robert D. Murray
Vice President

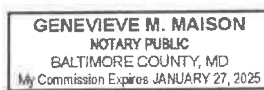
By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of October, A.D. 2023, 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.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies,
this 2nd day of February, 2024



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

CS-24-309
Contract No. CM3832 (MM/DD/YYYY)
 2/9/2024

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

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

PRODUCER Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham AL 35223		CONTACT NAME: Ashleigh Calvert PHONE (A/C, No, Ext): 205-874-1254 FAX (A/C, No): E-MAIL ADDRESS: acalvert@cobbsallen.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New Hampshire Ins. Company	
		INSURER B: Navigators Specialty Ins Co	
		INSURER C: Zurich American Insurance Company	
		INSURER D: Charter Oak Fire	
		INSURER E: Endurance American Ins Co	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1968296740

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO143704603	9/1/2023	9/1/2024	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 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded 250 <input checked="" type="checkbox"/> Coll Ded 500			BAP148163503	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			GA23EXC874299IV	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	025893654	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D B E	Equipment Floater Pollution Excess Liability			QT6303H562574TIL23 NY23ECPX00251NC EXC30024339100	9/1/2023 9/1/2023 9/1/2023	9/1/2024 9/1/2025 9/1/2024	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...

CERTIFICATE HOLDER

CANCELLATION

Florida Department of Transportation - District 2
 1109 South Marion Avenue
 Lake City FL 32025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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

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

RE: Contract No. E21D3-R0 / Fin Project No. 41022137225, 41022147214
Florida Department of Transportation, 1109 South Marion Avenue, Lake City, FL 32025 is listed as an additional insured in respects to general liability if required by written contract. 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.



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.
GLO143704603	09/01/2023	09/01/2024				

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.
GLO143704603	09/01/2023	09/01/2024	09/01/2022		\$ 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. 09/01/2023

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 09/01/2023 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





FDOT
605 Suwannee Street
Tallahassee, FL 32399

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

If you have any questions, please call 256-764-5941.

A handwritten signature in blue ink, appearing to read 'Anthony M. McDougle', is written over a horizontal line.



Anthony McDougle, President

MEMORANDUM

DISTRICT 2 PROCUREMENT

DATE: February 14, 2024

TO: District Two Legal
Travis Humphries

FROM: Sheryl Aaron
386-758-3778

SUBJECT: **E21D3-R0, Proshot Concrete, Inc.**
The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2, District-wide.

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

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

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

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

THIS CONTRACT MUST BE EXECUTED ON OR BEFORE FEBRUARY 21, 2024.

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



[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, ANTHONY
4158 MUSGROVE DR.
FLORENCE, AL 35630

Annual Reports

Report Year	Filed Date
2022	02/27/2022
2023	02/20/2023
2023	03/22/2023

Document Images

03/22/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/20/2023 -- ANNUAL REPORT	View image in PDF format
02/27/2022 -- ANNUAL REPORT	View image in PDF format
02/26/2021 -- ANNUAL REPORT	View image in PDF format
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03/26/2019 -- ANNUAL REPORT	View image in PDF format
02/25/2018 -- ANNUAL REPORT	View image in PDF format
03/09/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
02/12/2015 -- ANNUAL REPORT	View image in PDF format
01/29/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
04/15/2012 -- ANNUAL REPORT	View image in PDF format
03/30/2011 -- ANNUAL REPORT	View image in PDF format
10/28/2010 -- Reg. Agent Change	View image in PDF format
04/11/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
02/12/2008 -- ANNUAL REPORT	View image in PDF format
03/06/2007 -- ANNUAL REPORT	View image in PDF format
08/21/2006 -- Foreign Profit	View image in PDF format

Company Directory: Search Results

This information is current as of 2/13/2024

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	http://WWW.ZURICHNA.COM
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	http://www.zurichna.com	(800) 987-3373
LOCATION OF RECORDS	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	(847) 605-3284

Authorized Lines of Business

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

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

Current Personal Injury Protection(Auto-PIP) Contact	
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

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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.



Office of Insurance Regulation

200 East Gaines Street
Tallahassee, FL 32399
(850) 413-3140

Office of Insurance Commissioner

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Company Directory: Search Results

This information is current as of 2/13/2024

NEW HAMPSHIRE INSURANCE COMPANY

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

Addresses

Type	Address	Phone
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	1271 AVENUE OF THE AMERICAS, 37TH FLOOR, NEW YORK NY 10020-1304 United States	(212) 770-1499
CLAIMS WEBSITE	http://www.aig.com/reportclaim	(877) 399-6442
LOCATION OF RECORDS	1271 AVENUE OF THE AMERICAS, 37TH FLOOR, NEW YORK NY 10020-1304 United States	(212) 770-7000

Authorized Lines of Business

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

AUTO WARRANTIES	DIRECT AND REINSURANCE
PRIVATE PASSENGER AUTO LIABILITY	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
INDUSTRIAL FIRE	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
SERVICE WARRANTIES (NON-AUTO)	DIRECT AND REINSURANCE
FIRE	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
PPA PHYSICAL DAMAGE	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
BURGLARY AND THEFT	DIRECT AND REINSURANCE
MULTI PERIL CROP	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE

Current Personal Injury Protection(Auto-PIP) Contact

PIP Contact Name	TAMARA PARMAN
------------------	---------------

PIP Address	17200 West 119th Street Olathe KS 66061-7054
-------------	---

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

[New Search](#)

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Floricorp

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

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

If you entered

Floricorp P

you would get only

FLORICORP PROPERTY AND CASUALTY COMPANY

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

FLORICORP,

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

FLORICORP, INC.



Office of Insurance Regulation

200 East Gaines Street
Tallahassee, FL 32399
(850) 413-3140

Office of Insurance Commissioner

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Company Directory: Search Results

This information is current as of 2/13/2024

NAVIGATORS SPECIALTY INSURANCE COMPANY DBA NIC INSURANCE COMPANY

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

Addresses

Type	Address	Phone
ADMINISTRATIVE	ONE HARTFORD PLAZA, HARTFORD CT 06155-0001 United States	(860) 547-5000
HOME	ONE PENN PLAZA, 50TH FLOOR, NEW YORK NY 10119-0014 United States	
MAILING	ONE HARTFORD PLAZA, HARTFORD CT 06155-0001 United States	(860) 547-6902
CLAIMS WEBSITE	http://thehartford.com	(800) 243-5860
LOCATION OF RECORDS	ONE HARTFORD PLAZA, HARTFORD CT 06155-0001 United States	(860) 547-5000

Authorized Lines of Business

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

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SOUTHERN FLORICORP UNLIMITED

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Floricorp P

you would get only

FLORICORP PROPERTY AND CASUALTY COMPANY

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FLORICORP,

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

FLORICORP, INC.

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Company Directory: Search Results

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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	http://WWW.ZURICHNA.COM
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	http://www.zurichna.com	(800) 987-3373
LOCATION OF RECORDS	1299 ZURICH WAY, SCHAUMBURG IL 60196-1056 United States	(847) 605-3284

Authorized Lines of Business

Line of Business	Type
FIRE	DIRECT AND REINSURANCE
LIVESTOCK	DIRECT AND REINSURANCE
COMMERCIAL AUTO PHYSICAL DAMAGE	DIRECT AND REINSURANCE
COMMERCIAL MULTI PERIL	DIRECT AND REINSURANCE
OTHER WARRANTY	DIRECT AND REINSURANCE
BOILER AND MACHINERY	DIRECT AND REINSURANCE
GLASS	DIRECT AND REINSURANCE
OCEAN MARINE	DIRECT AND REINSURANCE
EARTHQUAKE	DIRECT AND REINSURANCE
FIDELITY	DIRECT AND REINSURANCE
HOME WARRANTIES	DIRECT AND REINSURANCE
SURETY	DIRECT AND REINSURANCE
SERVICE WARRANTIES (NON-AUTO)	DIRECT AND REINSURANCE
FARMOWNERS MULTI PERIL	DIRECT AND REINSURANCE
OTHER LIABILITY	DIRECT AND REINSURANCE
ACCIDENT AND HEALTH	DIRECT AND REINSURANCE
COMMERCIAL AUTOMOBILE LIABILITY	DIRECT AND REINSURANCE
HOMEOWNERS MULTI PERIL	DIRECT AND REINSURANCE
MEDICAL MALPRACTICE	DIRECT AND REINSURANCE
AUTO WARRANTIES	DIRECT AND REINSURANCE
PREPAID LEGAL	DIRECT AND REINSURANCE
INLAND MARINE	DIRECT AND REINSURANCE
PRIVATE PASSENGER AUTO LIABILITY	DIRECT AND REINSURANCE
CREDIT	DIRECT AND REINSURANCE

BURGLARY AND THEFT	DIRECT AND REINSURANCE
AIRCRAFT	DIRECT AND REINSURANCE
PPA PHYSICAL DAMAGE	DIRECT AND REINSURANCE
WORKERS COMPENSATION	DIRECT AND REINSURANCE
ALLIED LINES	DIRECT AND REINSURANCE
MISCELLANEOUS CASUALTY	DIRECT AND REINSURANCE

Current Personal Injury Protection(Auto-PIP) Contact	
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

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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.

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Tallahassee, FL 32399
(850) 413-3140

Office of Insurance Commissioner

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Company Directory: Search Results

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THE CHARTER OAK FIRE INSURANCE COMPANY

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

Addresses

Type	Address	Phone
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	http://www.travelers.com/claims	(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
------------------	------

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

Current Personal Injury Protection(Auto-PIP) Contact	
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**

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FLORICORP PROPERTY AND CASUALTY COMPANY
SOUTHERN FLORICORP UNLIMITED

If you entered

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Company Directory: Search Results

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ENDURANCE AMERICAN INSURANCE COMPANY

FEIN	03-0350908
Florida Company Code	46955
NAIC Company Code	10641
Company Type	PROPERTY AND CASUALTY INSURER
Home State	DE
Web Site	http://WWW.SOMPO-INTL.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	10/23/2020

Addresses

Type	Address	Phone
ADMINISTRATIVE	4 MANHATTANVILLE ROAD, PURCHASE NY 10577 United States	(914) 468-8000
HOME	1209 ORANGE STREET, WILMINGTON DE 19801 United States	
MAILING	4 MANHATTANVILLE ROAD, PURCHASE NY 10577 United States	(914) 468-8602
CLAIMS WEBSITE	http://www.sompo-intl.com/services/insurance-claims	(914) 468-8093
LOCATION OF RECORDS	4 MANHATTANVILLE ROAD, PURCHASE NY 10577 United States	(914) 468-8000

Authorized Lines of Business

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

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	RICHARD APPEL
PIP Address	SOMPO INTERNATIONAL 1221 AVENUE OF THE AMERICAS 18TH FLOOR

NEW YORK NY 10020 United States

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

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

DIVISION OF WORKERS' COMPENSATION

DIVISION OF WORKERS' COMPENSATION PUBLIC PORTAL HOME > COVERAGE > PROOF OF COVERAGE DATABASE > PROOF OF COVERAGE REPORT

[Return to Previous Page](#)

To return to the previous page, please press the "Return to Previous Page" button instead of using the browser's back button.

Proof of Coverage Report

Last Updated: 02/13/2024

- Employer Name text is highlighted and if selected will provide 10-year coverage information based on employer's FEIN.

Employer Name	Named Insured	Policy Effective Date	Policy Cancellation Date	Policy Expiration Date	Policy Number	Carrier Name	PEO Client	Governing Class Code	Employer Address	Employer City	State
PROSHOT CONCRETE INC	PROSHOT CONCRETE INC	09/01/2023		09/01/2024	WC025893654	NEW HAMPSHIRE INSURANCE COMPAN	N	05213			
PROSHOT CONCRETE INC	PROSHOT CONCRETE INC	09/01/2023		09/01/2024	WC025893654	NEW HAMPSHIRE INSURANCE COMPAN	N	05213	4158 MUSGROVE DR	FLORENCE	AL

[Export to Excel](#)

Click on the 'Prior Policy Search' button to find up to a 10-year history of policies no longer in effect for this employer.

[Prior Policy Search](#)

Click on the 'Exemption Search' button to find exemptions related to this employer.

[Exemption Search](#)

For additional information on policies not in effect, or questions, please email us at workers.compservice@myfloridacfo.com

*Florida Department of Transportation*RON DESANTIS
GOVERNOR1109 South Marion Avenue
Lake City, Florida 32025-5874JARED W. PERDUE, P.E.
SECRETARY

February 15, 2024

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

Contract No. E21D3-R0
Financial Project No.(s) 41022137225, 41022147214
County: District-wide
Letting Date: January 17, 2024
Award Date: February 2, 2024
Contract Amount: \$1,297,121.20
Contract Description: The work under this Work Document Driven Contract consists of providing labor, materials, equipment, and incidentals for Bridge Maintenance Repairs at bridge or other structure locations as specified by the Engineer in District 2.
Execution Date: February 15, 2024
Surety Company: Fidelity and Deposit Company of Maryland
Schaumburg, IL

Dear Sir/Madam:

The subject contract was executed on February 15, 2024, 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:

5566F43A2CD54F5...

Karen F. Ross
Procurement Services Administrator

Enclosures

cc: Maintenance Contractor	(E-mail Execute Documents, Spec. Pkg.)
Jennifer Curls, Maintenance	(E-mail Execute Documents, Spec. Pkg.)
Lisa Butler, Maintenance	(E-mail Execute Documents, Spec. Pkg.)
Sandy Brink, Maintenance	(E-mail Execute Documents, Spec. Pkg.)
Cassandra Howell, Maintenance	(E-mail Execute Documents, Spec. Pkg.)
David Byrd, Project Manager	(E-mail Execute Documents, Spec. Pkg.)
Barbara Brannon, Maintenance	(E-mail Execute Documents, Spec. Pkg.)
Tom Swafford, Fin. Services	D2.Finance@dot.state.fl.us

EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000