



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

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

JARED W. PERDUE, P.E.  
SECRETARY

June 5, 2023

To: Prospective Bidders

Maintenance: Jennifer Curls, Lisa Butler, Sandy Brink, Cassandra Howell, Star Ayers

**Addenda No.:1, Z2240-R0, Financial Project #TBD**

**The purpose of this Contract is to provide Cut and Toss Operations pursuant to a Governor's and/or Presidential Declaration of a State Emergency. This Contract includes Alachua, Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor and Union counties within District 2. The Contractor shall perform Cut and Toss Operations pursuant to the terms of this Contract and at the direction of the Department within District 2.**

**Attached is the Revised Scope of Services.**

If you are a BID DOCUMENT HOLDER for the subject project, please go to the Online Ordering Web Site at <https://fdotwp1.dot.state.fl.us/contractproposalprocessingonlineordering> to download Amendment Z2236-R0.001x for this Bid Document from your Order History.

If you are a BID DOCUMENT HOLDER, please acknowledge receipt of this Addendum in AASHTOWare Project Bids by opening the Acceptance of Bidding Acknowledgements folder and confirming your acknowledgement of Amendment and Addenda files. Failure to load all amendment files will cause the bid to be rejected.

Thank you,

Brittany Whiddon  
District Contracts Administrator  
Phone: 386-758-3798

**EXHIBIT “A”**

**Contract Number: Z2240**

**SCOPE OF SERVICES**

**EMERGENCY CUT & TOSS**

**District: 2 (CHIEFLAND)**

**1.0 DESCRIPTION**

The purpose of this Contract is to provide Cut and Toss Operations pursuant to a Governor’s and/or Presidential Declaration of a State Emergency. This Contract includes **Alachua, Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor and Union counties** within **District 2**. The Contractor shall perform Cut and Toss Operations pursuant to the terms of this Contract and at the direction of the Department within **District 2**. District boundaries are as described on the Agency Resources Website at the following URL:

<http://www.fdot.gov/agencyresources/districts/>

This scope describes the services that are required for the execution of Cut and Toss Operations on Federal-Aid Highway segments, local roadways, private roadways, and other locations as determined by the Department.

The Department, at its sole discretion, may award one or more contracts. If more than one award is made, award will be based off the lowest responsive bid then the next lowest responsive bid and so forth. and activated in the same order.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract, including any necessary Temporary Traffic Control (“TTC”), Mobilization, and Demobilization costs. Activities include, but are not limited to, field operations (day and/or night); and emergency roadway clearance. All Cut and Toss Operations shall be in accordance with all applicable federal, state, and local laws and regulations.

All Cut and Toss Operations performed under this Contract shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, any Specifications detailed in this scope and Standard Plans.

The Contractor shall at all times have a minimum of **7** Cut and Toss Crews available for pre-positioning and/or reporting directly to work sites. The minimum number of Cut and

Toss Crews required and activated must remain available until officially released by the Department.

The Contractor shall not perform work on any road unless authorized by the Department. Roadways will be assigned to the Contractor and corresponding limits provided for which the Contractor will be responsible. Roadway segments may be unassigned by the Department, which shall be at no cost to the Department. Due to the nature of the event, Department priorities may change and the Contractor may be directed to alter assigned tasks. The Contractor shall alter routes at the direction of the Department and/or authorized representative.

The Department, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Department for all Cut and Toss Operations to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Debris Removal Program(s) (FDDRP) which includes but is not limited to, programs of the Federal Highway Administration and the Federal Emergency Management Agency

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$1,000,000.00**.

Within five days after receipt of the initial Task Work Order or subsequent Task Work Orders pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Contractor shall furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the total amount of the Task Work Orders. Execute such Contract Bond on Department Form 375-020-27. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department and having the Department's approval. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form. The Contractor may choose to furnish separate Contract Bonds for each Task Work Order.

The Contractor shall submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) for each Contract Bond to the Department within 90 days of the end of the Task Work Order(s) associated to the Contract Bond. Failure to submit this form or forms may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

## **1.1 Task Work Orders**

The Department will authorize Contractor services on an as-needed basis by issuing one or more Task Work Orders. For each Task Work Order, the Department will prepare an estimate of work and price based on the rates established in the Contract Schedule of Items, and establish the maximum amount of compensation that can be paid for each Task Work Order. Final compensation for each Task Work Order must not exceed the maximum amount of compensation established on the Task Work Order. Do not perform work related to a Task Work Order that will exceed the maximum amount of compensation. Cut and Toss Operations to be provided must be initiated and completed by the Contractor within the terms of the Contract and the Task Work Orders issued as directed by the Department.

The Contractor shall not perform any work off the state road system unless the Department authorizes the work and coordinates with the appropriate jurisdiction(s).

## **1.2 Media Interaction**

All inquiries by a member of the media or any elected official shall be directed to the Department's Public Information Officer. The Contractor shall disseminate this requirement to all employees and sub-contractors on the Contract.

## **1.3 Cadaver Discovery**

Each Cut and Toss Crew member is responsible for watching the debris pile and recognizing any potential human remains. Cut and Toss Crew members shall stop work in the area and notify law enforcement and the Department Project Manager immediately if they believe they have identified human remains. The Cut and Toss Crew shall remain at the site until released by the authority having jurisdiction.

With the exception of speaking to law enforcement, all Cut and Toss Crews are forbidden from sharing any information concerning the deceased. Contractor's employees and sub-contractors found to be sharing this information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract duration.

## **1.4 Definitions**

The following terms, when used in the Contract Documents, have the meaning as described.

- A. **Cut and Toss Crew.** A group of properly trained personnel with appropriate equipment to properly perform Cut and Toss Operations, which as a minimum, shall include: two (2) chainsaw operators with chainsaws; one (1) piece of appropriate rubber tire equipment with operator; and one (1) supervisor with pickup truck. The

supervisor shall be equipped with a chainsaw and capable of operating a chainsaw when needed.

- B. **Cut and Toss Operations.** Cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e., two feet beyond the paved shoulder or edge of turn lane (s) whichever is further), providing vertical clearance of sixteen feet as needed, and providing other related services set forth in the Contract.

## **2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR**

### **2.1 Field Operations**

The Contractor shall provide all equipment, labor and materials necessary to perform the following listed services in accordance with all applicable federal, state and local rules, regulations and laws. All Cut and Toss Operations must be performed by the Contractor in the presence of Department personnel or their designated representatives, unless otherwise authorized by the Department.

- A. Once road priorities are established by the Department or its representative, Cut and Toss Crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. Assigned roadways must not be bypassed unless directed by the Department or its designated representative.
- B. The Contractor shall perform Cut and Toss Operations as directed. Every effort shall be made to push debris into areas where no utilities are present. All cuts shall result in blunt ends and pointed away from the direction of traffic; sharp ends are unacceptable.
- C. In accordance with FDDRP guidance, Time and Materials work for Cut and Toss Operations will only be for seventy (70) hours of actual time worked unless otherwise authorized by the Department.
- D. The Contractor shall coordinate with utility companies, as required, to permit safe operations and to prevent blockage of critical utility devices.
- E. The Contractor shall not perform any work on private property without first receiving authorization from the Department. All work performed shall comply with any applicable FDDRP requirements.
- F. The Contractor shall immediately notify the Department of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to Department and Owner. The Contractor shall repair all damage it causes prior to final invoicing at no expense to the Department.

The Contractor shall coordinate with the Department to prevent damage to critical buried infrastructure.

## **2.2 Contractor Equipment and Personnel**

- A. All equipment shall have rubber tracks and/or wheels and tires with the ability to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.
- B. All vehicles and equipment shall clearly and legibly display the Contractor's or subcontractor's name.
- C. The Contractor shall equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area.
- D. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- E. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Department to be prohibitive.
- F. The Contractor shall perform all Cut and Toss Operations under the supervision of a Superintendent. The Superintendent shall be capable of reporting in person to a Department designated location within forty-five (45) minutes of notification in order to correct any issues that may arise. Upon activation of the Contract the Superintendent shall be available within twenty-four (24) hours of receipt of notification by the Department to coordinate Cut and Toss Operations with the Department. The Department shall determine if advance coordination meetings can be satisfactorily conducted via teleconference.
- G. To ensure that Cut and Toss Operations can begin as soon as the event passes, Cut and Toss Crews may be required to pre-position at designated locations prior to the event. All Cut and Toss Crews required to pre-position shall report to the designated location(s) for pre-positioning at the designated date and time.

- H. The Contractor shall at all times have the minimum number of Cut and Toss Crews available as specified in Section 1.0. The Department may request less than the minimum number of Cut and Toss Crews based on the projected severity of the event. The Department may request Cut and Toss Crews beyond the minimum number specified in Section 1.0, but the Contractor is not obligated to pre-position or deploy Cut and Toss Crews in excess of the minimum number specified in Section 1.0. Additional Cut and Toss Crews shall report to assigned locations at the designated date and time.
- I. The Contractor shall ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Occupational Safety and Health Administration (OSHA) requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- J. The Contractor shall provide TTC Certifications of personnel assigned to fulfill the requirement of this Contract to the Department's Project Manager. Provide these certifications within 30 days of Contract execution and every four months thereafter.
- K. The Contractor shall attend planning meetings and submit reports as requested by the Department.

### **2.3 Temporary Traffic Control (TTC)**

- A. The Contractor shall provide TTC at all times in accordance with current Department Standard Plans and may include off duty law enforcement.
- B. A minimum of one person per Cut and Toss Crew shall possess an Intermediate TTC Certification in accordance with the requirements detailed in the current Department's Temporary Traffic Control (TTC) Training Handbook.
- C. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Department's Standard Plans (or as amended) and in accordance with the approved vendor drawings. All temporary traffic control devices must be on the Department's Approved Product List ("APL"). The Contractor shall ensure the appropriate APL number is permanently marked on the devices in a readily visible location.
- D. No lane closures will be allowed without written authorization from the Department.

### **2.4 Invoicing**

- A. The Contractor shall provide proper documentation to the Department as required by any FDDRP for all Cut and Toss Operations to ensure reimbursement eligibility to the Department from the appropriate federal agency, including photographs of the Cut and Toss Operations as needed.

- B. The Contractor shall request payment for work completed and accepted by the Department by submitting a monthly certified invoice using the pay items and unit prices contained in the Contract. The Contractor shall include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. With each certified invoice submitted for payment, the Contractor shall include a Certification Disbursement of Previous Periodic Payment to Subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Contract to date. The Certification Disbursement of Previous Periodic Payment is not required with the 1<sup>st</sup> invoice but is required with all invoices thereafter. Invoices shall be submitted to:

**Florida Department of Transportation**  
**Attention: Jennifer J. Curls**  
**[jennifer.curls@dot.state.fl.us](mailto:jennifer.curls@dot.state.fl.us)**  
**1109 South Marion Avenue**  
**Lake City, FL 32025**

- C. The Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include receipts and all documentation necessary to support the quantities and amounts invoiced.

### **3.0 SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE**

#### **3.1 Field Operations**

- A. The Department shall identify and evaluate the impact of the post-disaster debris.
- B. The Department shall provide a minimum of twenty-four (24) hours notification to the Contractor of the following: the required number of Cut and Toss Crews; the Department-designated location(s); the required date/time to report to pre-positioning and work location sites; and contact information for the Department's representative.
- C. The Department shall provide field inspectors in sufficient numbers to adequately monitor all Cut and Toss Operations. The Department intends to assign at least one (1) inspector to every Cut and Toss Crew; however, the Department may alter the distribution of inspectors in its sole discretion.
- D. The Department shall identify and prioritize Cut and Toss Operations on Federal Aid Highway segments; State, local and private roadways authorized by the Department and rights-of-way (primary and secondary roads). Prioritization of Cut



and Toss Operations will be based on a “sector approach” (as opposed to site to site).

### **3.2 Administration and Paperwork**

- A. The Department will make available a spreadsheet to be used to prepare invoices to properly document the Contract work in accordance with Department and FDDRP requirements.
- B. The Department shall provide the following in accordance with the applicable FDDRP requirements:
  - Document all Cut and Toss Crew compliance.
  - Document hours of Cut and Toss Crew operation and work locations.
- C. The Department shall schedule and facilitate planning meetings with the Contractor.
- D. The Department shall determine what permits are necessary to perform under this Contract and obtain all permits required to complete all work herein.
- E. The Department shall ensure the proper Right of Entry form and Indemnification certification is obtained from any property owner prior to commencing any work on private property.
- F. The Department shall provide both verbal and written notification of the beginning of the seventy (70) hour window of compensable Cut and Toss Operations.

## **4.0 METHOD OF MEASUREMENT**

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, such as but not limited to, Mobilization, Demobilization, and TTC will be incidental to other pay items shown in the Contract Schedule of Items. Unless otherwise stated in this scope all pay items will be measured in accordance with the Standard Specifications for Road and Bridge Construction.

### **4.1 Pre-Positioning Cut and Toss Crews**

This item consists of pre-positioning complete Cut and Toss Crews. Cut and Toss Crews are considered to be in a pre-positioned status until clearance operations begin as directed by the Department.

Payment will be for full calendar day(s) for each Cut and Toss Crew pre-positioned.

## **4.2 Cut and Toss Crew**

Measurement for this item will be per hour for the actual number of hours the Cut and Toss Crews performed Cut and Toss Operations at designated work location(s).

## **5.0 MATERIAL BREACH OF CONTRACT**

The Parties stipulate that the Contractor will have committed a material breach of the Contract if one or more of the following occurs for each request by the Department in the following categories:

- A. The Contractor fails to pre-position at least 75% of the total number of Cut and Toss Crews that the Department required the Contractor to pre-position;
- B. The Contractor fails to deploy at least 75% of the total number of additional Cut and Toss Crews that the Department required the Contractor to deploy; or
- C. The Contractor fails to maintain at least 75% of the total number of Cut and Toss Crews that the Department required the Contractor to deploy until officially released by the Department.

If the Contractor commits a material breach, the Department may withhold any amounts from future payments owed to the Contractor to cover any and all damages caused by the Contractor's material breach. If the Department elects to withhold future payments, the Contractor shall be obligated to continue to perform under the Contract unless notified to stop work by the Department. The foregoing is not an exclusive remedy and the Department may exercise any other available remedies and rights.

## **6.0 BASIS OF PAYMENT**

Price and payment will be full compensation for all work specified in this scope and as shown in the unit prices in the Contract Schedule of Items, less any withholdings and deductions.

### **6.1 Pre-Positioning Cut and Toss Crews**

Payment will be made for each Cut and Toss Crew that is pre-positioned in accordance with Section 2.2 and is available to begin clearing operations immediately following the disaster, as directed by the Department. The amount for this no-bid item will be established by the Department and payment will be made for each Cut and Toss Crew, per calendar day. Payment will be for full calendar day(s). Payment will be for each day the crew is pre-positioned, beginning on the date the crew is pre-positioned regardless of the time of pre-positioning. On the day that field operations begin for pre-positioned crews, payment will be for either the amount of pre-positioning or the amount of the work performed, whichever is greater. If no work is needed, payment for pre-positioning will be made for the day the crew is officially released by the Department.

## **6.2 Cut and Toss Crews**

The quantity to be paid for this item will be the number of Cut and Toss crew hours worked. Unit prices shall include all overhead, operating margin, and other expenses.

## **7.0 GENERAL REQUIREMENTS**

The July 2022 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

### **DEFINITIONS AND TERMS.**

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

#### **Contract Documents.**

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

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

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

#### **Engineer.**

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

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

as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

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

**Plans.**

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

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

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

ARTICLE 2-1 is deleted and the following substituted:

**2-1 Contractor Experience.**

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

**PROPOSAL REQUIREMENTS AND CONDITIONS – EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.**

(REV 6-16-21)(FA 8-2-21)(7-22)

ARTICLE 2-4 is deleted and the following substituted:

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

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

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

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

Questions posted to this site before 5:00 P.M. (EST) on the 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. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department’s web site cannot be accessed, contact Plans Review Engineer at (386) 961-7434.

Responses provided by the Department via the website during this period will be considered as being incorporated into the Special Provision. When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

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

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

**AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.**

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

**3-9 Public Records.**

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.

2. Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, or as otherwise provided by rule or law.

3. 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 Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.

4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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

**District 2  
386-758-3727  
[D2precustodian@dot.state.fl.us](mailto:D2precustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025**

**CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.**

ARTICLE 5-2. The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Supplemental Agreements;
2. Scope of Services;
3. Technical Special Provisions;
4. Standard Plans eBook and applicable Standard Plan Revisions, as of the date bids are due for this Contract;
5. Standard Specifications for Road and Bridge Construction as of the date bids are due for this Contract; and
6. Other Contract Documents not listed above.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED – GENERAL (COMPLIANCE WITH FHWA 1273).**

**(REV 7-6-22)(FA 7-11-22)(9-22)**

SUBARTICLE 7-1.1 is expanded by the following:

The FHWA-1273 Electronic version, dated July 5, 2022 is posted on the Department’s website at the following URL address

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa1273-7-5-22.pdf?sfvrsn=726ca05d\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa1273-7-5-22.pdf?sfvrsn=726ca05d_2)

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department’s website cannot be accessed, contact the Department’s Specifications Office Web Coordinator at (850) 414-4101.

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

**(REV 5-27-15)(7-22)**

ARTICLE 7-14 is deleted and the following substituted:

**7-14 Contractor’s Responsibility for Work.**

Until the Department’s acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of

the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – WAGE RATES FOR FEDERAL-AID PROJECTS.  
(REV 9-1-17)(FA 10-31-17)(7-22)**

ARTICLE 7-16 is expanded by the following:

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work

Obtain the applicable General Decision(s) (Wage Tables) through the Department’s Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department’s Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department’s website cannot be accessed or there are questions.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.  
(REV 6-13-11)(FA 6-16-11)(7-22)**

SECTION 7 is expanded by the following new Articles:

**7-29 E-Verify.**

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



**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E.  
(REV 5-27-16)(FA 6-2-16)(7-22)**

SECTION 7 is expanded by the following new Article:

**7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.**

**7-31.1 Appendix A:** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or  
b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**7-31.2 Appendix E:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

## **PROSECUTION AND PROGRESS.**

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <https://www.fdot.gov/maintenance/npdes-stormwater.shtm>.

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

SUBARTICLE 8-6.4 is deleted.

SUBARTICLE 8-7.3.2 is deleted,

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

**8-9.1 Determination of Default:** The following acts or omissions constitute acts of default and, except as to subparagraphs (9 and 11), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;

2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of time specified by the Department after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (9), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (11), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

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

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

SUBARTICLE 8-9.3 is deleted and the following substituted:

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

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

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

**8-13 Renewal Option.**

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

the renewal period. Renewals will be made at the sole discretion and option of the Department and must be agreed to in writing by both parties.

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

## **MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.**

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLES 9-3.2 and 9-3.3 are deleted.

SUBARTICLE 9-3.4 is deleted and the following substituted:

### **9-3.4 Deviation from Plan Dimensions:**

If the Contractor fails to construct any item to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

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

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

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

Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

**CONTRACT SCHEDULE OF ITEMS  
EMERGENCY CUT & TOSS SERVICES**

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
0129 1 1	<b>Pre-position Fee</b> Per Crew, Per Day - Do Not Bid	Per Crew/ Per Day (PCPD)	N/A	N/A	\$ ____2,500.00____ PCPD
0129 1 2	<b>Cut and Toss Crew</b> Per Crew, Per Hour	Per Crew/Per Hour (PCPH)	N/A	N/A	\$ _____ PCPH

If a pay item unit price is left blank or N/A is used, the bid shall be declared irregular and the Department may reject the proposal as non-responsive  
 Rates shall include all overhead, operating margin and other expenses.  
 Rates shall include all expenses incurred by the Contractor, to include food and lodging if required. Only the rates shown shall be paid by the Department.  
 Payment will be made based on actual units of work performed as approved by the Department.

Entity Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_