

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ON BEHALF OF
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR
VEHICLES**

(Facilities & Grounds)

FIXED CAPITAL OUTLAY

* * * * *

**NON-TECHNICAL
SPECIFICATIONS**

- FOR -

CONSTRUCTION CONTRACTS

* * * * *

Effective Date: October 12, 2023

State of Florida

**DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES**

Financial Project Number: 99991030027

Project Name: Florida Highway Patrol Test Track Facility

Project Address: 85 Academy Drive, Havana, FL 32333

County: Gadsden

**NON-TECHNICAL SPECIFICATION
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**SECTION A
INSTRUCTIONS TO PROPOSERS**

A-1 DEFINITIONS

The following terms, when used in the Non-Technical Specifications, have the following meaning:

ADDENDA:

Any additions or revisions to the Non-Technical Specifications, Technical Specifications, or Bidding Documents issued prior to bid opening.

ADVERTISEMENT:

The public announcement, inviting bids for work to be performed or materials to be furnished, usually issued as an "Invitation to Negotiate".

AGREEMENT:

The written contract between the OWNER and CONTRACTOR covering the work; other Contract Documents are attached to or referred to in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.

AWARDS (SELECTION) COMMITTEE:

The Awards Committee shall be comprised of individuals appointed by the FDOT District Secretary or designee for District Projects, and will consist of at least three FDOT voting members, of which at least two are equivalent to a Director's level.

BID BLANK:

The form attached to the front of an awarded contract which identifies the Contractor, financial project number, calendar days, contract number, total contract sum, date of execution, etc.

BONDS (Performance Bonds and Materials & Labor Bonds):

The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the plans, specifications, and other contract documents, and pay all legal debts pertaining to the construction of the project.

CALENDAR DAY:

Every day shown on the calendar, ending or beginning at midnight.

CHANGE ORDER:

The Contractor or Owner shall respectively be entitled to an increase or decrease in the contract sum when conditions of the work described in the contract are changed, resulting in greater or less cost or time.

CONTRACT AGREEMENT:

Contract Agreement is the document executed by both the Contractor and the Owner.

CONTRACT DOCUMENTS:

The written agreement between the Owner and Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The Contract Documents shall include the advertisement, Letter of Response, non-technical and technical specifications, plans, contract agreement, contract bond, Notice to Proceed to mobilize on site and to proceed with construction, addenda, any change orders required, and if necessary, technical and non-technical special provisions, to complete the project in an acceptable manner.

CONTRACT LEVELS (Increments of contract dollar value based on estimated cost of the contract):

- LEVEL 1-Contract Sum Agreement of \$35,000 or less
- LEVEL 2-Contract Sum Agreement of \$35,000.01-\$65,000
- LEVEL 3-Contract Sum Agreement of \$65,000.01-\$200,000
- LEVEL 4-Contract Sum Agreement of \$200,000.01-500,000
- LEVEL 5: Contract Sum Agreement exceeding \$500,000

CONTRACT LETTING:

The date the Owner opens the price proposals.

CONTRACT TIME:

The number of calendar days allowed for completion of the contract work, including authorized time extensions. When a calendar date of completion is stipulated in lieu of a number of calendar days, the contract shall be completed by such calendar date.

CONTRACTOR:

The proposer awarded and executed a contract to perform work or to furnish materials for the

Owner.

governmental bodies, agencies, authorities and courts having jurisdiction.

DESIGN ENGINEER:

The Design Professional, registered in the State of Florida, develops criteria and concepts for the project, performs the analysis, and is responsible for the preparation of the contract plans and specifications.

LETTER OF RESPONSE:

The initial response submitted by a Proposer in response to the Invitation to Negotiate. It includes the letter and other documents as required by the advertisement.

DESIGN PACKAGE:

The plans and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, scope of services, specifications, and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished as which have been provided to the proposers.

NON-TECHNICAL SPECIFICATIONS:

Non-Technical Specifications is the document titled "Construction Contract, Non-Technical Specifications" complete with all exhibit attachments thereto.

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

NOTICE TO PROCEED:

A written notice given by Owner's Project Manager to the Contractor authorizing the Work to begin and fixing the date on which the Contract Time will commence to run.

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."

OWNER:

Florida Department of Highway Safety and Motor Vehicles (FLHSMV). The contracting entity for this project.

FDOT:

The Florida Department of Transportation. The agency that will procure and administer the construction contract on behalf of the Owner.

OWNER'S PROJECT MANAGER:

The Owner's authorized representative identified as project manager throughout the Contract Document.

HOLIDAYS:

Days designated in the Florida Department of Transportation standard Specifications for Road and Bridge Construction.

PLANS:

The approved plans, showing the location, character, dimensions, and details of the work to be done.

LAWS and REGULATIONS:

Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all

PRICE PROPOSAL:

The selected Contractor's proposed cost for purposes of negotiation of the Construction Project.

PROPOSER:

An individual, firm, partnership, or corporation submitting a Letter of Response for proposed work.

PROHIBITED HAZARDOUS MATERIALS:

Prohibited hazardous materials include asbestos-containing materials, lead, cadmium, beryllium or other Federal or State prohibited hazardous materials.

PROJECT:

The proposed improvement to real property contemplated by this document and the design

package requiring construction, renovation, repair, modification, or demolition.

PROSPECTIVE PROPOSER:

Contractor with the capability in all respects to fully perform the contract requirements, and the integrity and reliability to assure good faith performance.

RESPONSIVE PROPOSER:

Contractor who has submitted a letter of response conforming to all materials in respect to the invitation to negotiate or request for proposal.

SPECIAL PROVISIONS:

Any additions or revisions setting forth additional or varying conditions from the Non-Technical / Technical Specifications for a specific project.

STATE:

State of Florida.

SURETY:

The corporate body which is bound by the contract bond and for the Contractor and which agrees to be responsible for acceptable performance of the work for which the contract has been made and for payment of all debts pertaining thereto.

TECHNICAL REVIEW COMMITTEE (TRC):

TRC consists of a minimum of three individuals appointed by the FDOT District Secretary who shall review the letters of response. The TRC shall forward its recommendation to the Awards (Selection) Committee for making a determination in award or non-award of the Project.

TECHNICAL SPECIFICATIONS:

Technical Specifications for a specific project are prepared, signed and sealed by the Design Engineer that supplements the FDOT Standard Specifications for Road and Bridge Construction and are included in the contract documents.

WORK:

All labor, materials, and incidentals required for the design and construction of the improvement for which the contract is made, including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of its obligations under the contract. Unless otherwise specified

herein or in the contract, all costs of liability and performing the work shall be at the Contractor's expense.

WORKING DAYS:

All weekdays where state offices are open for business, unless specified otherwise in a non-technical special provision.

A-2 PROPOSER QUALIFICATION REQUIREMENTS

NOTE: Prequalification requirements for submitting a letter of response and contract award are identified below (see Section A-1 for definition of "Contract Level"). Failure of the Proposer to strictly meet and follow these qualification requirements may result in rejection of the letter of response or disqualification of contract award.

There are two steps in qualifying to perform construction of State projects, one of which is prequalification for submitting a letter of response and the second is prequalification for contract award:

Prequalification for submitting a letter of response (all Contract Levels, regardless of dollar amount):

- A. Current state contractor license certification or registration as required under Florida Statutes.
- B. Current corporate charter registration - if the prospective Proposer is a domestic (Florida) corporation, or has authority to transact business in Florida, if the potential Proposer is a foreign (non-Florida) corporation, as may be required by Florida law.
- C. On projects requiring a Contractor with specific expertise and experience, the Owner may include additional prequalification requirements relative to demonstrated performance of similar work, similar size and complexity, and possession or availability of facilities or equipment needed to performance of the work identified for the project. For this project, the prospective proposer must demonstrate at least two (2) years of experience in fully constructing asphalt

roadways or be prequalified with FDOT in flexible paving or hot-plant mix bituminous courses in accordance with Rule 14-22.

Letters of response are to be accepted only from potential Proposers who have prequalified in accordance with above items A, B, and C, as applicable, and as set forth in the Invitation to Negotiate. To participate in the letter of response process, each prospective Proposer shall be prequalified for the specific field or area of construction based on the Proposer's experience, financial resources and area of license or certification as identified in the Invitation to Negotiate.

Each prospective Proposer will be notified of its eligibility or ineligibility to submit a letter of response. Any Proposer or potential Proposer that is determined to be ineligible because of failure to provide evidence of the minimum requirements will not be qualified to submit a letter. Each potential Proposer notified of its eligibility may submit a letter of response at the time and place designated in the solicitation documents as long as the Proposer is qualified and eligible to perform the work required by the procurement documents.

Prequalification for contract award:

All Contract Levels, regardless of the dollar amount, require:

- A. Satisfactory compliance with prequalification criteria, as applicable (see above).
- B. Proposer shall provide prior to the Owner's execution of the contract, evidence of insurance in effect that is equal to or exceeds the limits and types of coverage required by the procurement document.
- C. If specific expertise and experience are required (as mentioned earlier in this section and also identified in the Invitation to Negotiate), the Proposer must provide documentation of the specific expertise and experience its staff possesses to perform a project requiring unique or specialized capabilities.

Additional requirements for award of projects with price proposals exceeding \$100,000 are:

- A. On projects where the price proposal exceeds \$100,000, unless such requirement has been waived by the Owner and identified in the Invitation to Negotiate, the Proposer must provide within ten (10) working days of award, a 100 percent (100%) Performance and Labor and Materials Bond from a surety company authorized to do business in the State of Florida by the Department of Insurance, and meeting the financial and performance rating required by the procurement documents. For contract amounts not exceeding \$500,000, the provisions of Section 287.0935, Florida Statutes, shall govern.
- B. On projects exceeding \$200,000 the successful Proposer must provide within seven (7) working days of being notified it is the successful responsive qualified Proposer, a completed "Experience Questionnaire and Contractor's Financial Statement". For Proposers prequalified with the Florida Department of Transportation in accordance with Rule 14-22, demonstration of prequalification will suffice to meet this requirement. The Contractor's financial condition must demonstrate that adequate liquid assets and equipment are available to properly perform this project as follows: The value of liquid assets must be no less than one-twentieth (1/20) of the amount of the base bid. Liquid assets shall include cash, stocks, bonds, pre-paid expenses, and receivables, but shall not include the value of equipment.
- C. Familiarity with local conditions - On projects exceeding \$200,000, unless waived by the Owner for good cause, the Contractor must agree to establish or have an active office, or an ongoing project located within 300 road miles of the project site.
- D. Work Force - On projects exceeding \$500,000, the Contractor must agree to perform not less than fifteen percent (15%) of the project management and construction work utilizing its own employees.

- E. Firm Experience - On projects exceeding \$500,000, the Contractor must have successfully completed not less than two projects of similar size and complexity within the last three years, unless otherwise identified in the Invitation to Negotiate (ITN).
- F. Supervisor - On projects exceeding \$500,000, the Contractor must agree to provide field (on-site) supervision (through a named superintendent either through the use of its employees, or through the use of employees of the subcontractor. In addition, the Contractor shall assign and name a qualified employee to provide scheduling direction to the entire project. Supervisory employees (including field superintendents, foremen, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of a substantially equivalent level on a similar project for at least two years within the last five years unless otherwise identified in the Invitation to Negotiate (ITN). The Contractor shall include a resume of experience for each of those employees identified to supervise each trade, and for scheduling, with its submittal of the "Experience Questionnaire and Contractor's Financial Statement". If the Contractor demonstrates prequalification in accordance with Florida Department of Transportation requirements and Rule 14-22, this requirement is waived.

the Contractor will in no way relieve the Contractor of this responsibility.

A-4 FLORIDA PRODUCTS AND LABOR

The Contractor shall comply with Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public building contracts where price & quality are equal.

A-5 IN-STATE PREFERENCE

The Contractor is required to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. The Contractor must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the state's job bank system. No contract shall be let to any person refusing to execute an agreement containing the aforementioned provisions, in accordance with Chapter 2010-147, Florida Law. The CMGC firm shall utilize their own employees for 15% of Management and Work.

A-6 TAXES

Although the Owner is not subject to the Florida Sales and Use Tax, any Contractor who purchases materials or services to be used in the construction of state-owned property will not be exempt from tax on these materials and services as required by Section 212.08(6), Florida Statutes:

There are also exempt from the tax imposed by this chapter sales made to the United States Government, a state, or any county, municipality or political subdivision of a state when payment is made directly to the dealer by the governmental entity.....This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents of any government or political subdivision thereof when such tangible personal property goes into or becomes a part of

Proposing firms must complete and submit the above required qualification data, as applicable, prior to the deadline in the Advertisement. The Owner will evaluate all data submitted within fourteen (14) days of receipt and determine whether or not the firm is a qualified Proposer. Final determination of qualification will be at the discretion of the Selection Committee. Should the selected Proposer and the Owner be unsuccessful in negotiating a construction cost for Phase II of the project during Phase I, the Owner reserves the right to begin negotiations with the second ranked Proposer.

A-3 FAMILIARITY WITH LAWS

The Contractor is required to be familiar with and shall comply with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of

*public works owned by such
government or political
subdivision.*

The Contractor is liable for all taxes assessed against it with regard to the work done or materials furnished pursuant to the Contract Documents. The Owner is not subject to:

- A. Federal Excise Taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- B. Federal Tax on transportation of property.

The Owner will furnish the Contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and Federal Excise Tax separately for purchased materials that will be incorporated into the contracted work.

The Proposer shall take these factors into consideration in preparing its price proposal, including therein the cost of the State Sales Tax and Use Tax on materials, but excluding the cost of those taxes not applicable.

A-7 ADDENDA

When the Owner and/or Engineer finds it necessary to supplement, modify, or interpret any portion of the Solicitation Documents during the advertisement period, such procedure will be accomplished by the issuance of written Addenda to the Solicitation Documents which will then be mailed, transmitted electronically or faxed to all prospective Proposers.

A-8 INTERPRETATION OF SOLICITATION DOCUMENTS

No interpretation of the meaning of the Plans, Specifications, or other Solicitation Documents and no correction of any apparent ambiguity, inconsistency, or error therein will be made to any Proposer orally. Every request for such interpretation or correction shall be submitted, in writing, and addressed to the Procurement Office. All such interpretations and supplemental instructions will be in the form of written Addenda to the Solicitation Documents.

Only the interpretation or correction so given by the Owner in writing shall be binding, and

prospective Proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the Solicitation Documents.

A-9 EXAMINATION OF SOLICITATION DOCUMENTS AND WORKSITE

Proposers are required, before submitting their letter of response, to visit the proposed worksite during the period established by the owner and completely familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be performed and the equipment, materials, and labor required.

Proposers are also required to carefully examine any Plans, Specifications, and other Solicitation Documents to inform regarding any and all conditions themselves thoroughly and requirements that may in any manner affect the work.

A-10 PREPARATION / SUBMISSION OF LETTERS OF RESPONSE

Each Proposer shall prepare and submit a letter of response meeting all requirements outlined in the Notice to Contractors.

Letters of Response containing any conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities of any kind may be rejected by the Owner.

Each Letter of Response must include the full business address of the Proposer and state whether it is a sole proprietorship, corporation, partnership, or other specified business entity.

The Letter of Response shall be submitted only prior to the time specified in the Invitation to Negotiate or in accordance with any Addendum issued subsequently to the advertisement. Letters of Response shall be submitted to D3.DesignBuild @dot.state.fl.us.

A-11 NOTICE OF INTELLECTUAL PROPERTY INTERESTS

The Contractor's Letter of Response submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Letter of

Response development, have or may have that are in whole or in part implicated in the Letter of Response. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Letter of Response that are already on the Department's Approved Product List (APL) or Standard Plans or are otherwise generally known in the industry as being subject to patent or copyright protection.

A-12 LIST OF SUBCONTRACTORS

In order that the Owner may be assured only qualified and competent subcontractors will be employed on the project, the successful Proposer shall submit with its price proposal a complete list of subcontractors who will perform the work for each type of work to be performed by utilizing the List of Subcontractors Form. On this form, the Contractor is responsible for identifying, if applicable, whether the subcontractor is a certified or non-certified Minority Business Enterprise (MBE) contractor. However, whether or not the subcontractor is an MBE shall in no way influence the selection, order of acceptance, or cause rejection of a price proposal. The Proposer shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in the particular type of business for a reasonable length of time, has successfully completed work comparable to that which is required by this Contract Agreement and is qualified both technically and financially to perform that pertinent phase of this work for which he/she is listed.

Subcontractors not certified and/or registered by the State to perform the work of the required trade, if such certification or registration is required for the trade by Florida law, will be rejected. No change shall be made to the list of subcontractors, before or after the award of a contract, unless agreed to in writing by the Owner.

A-13 WITHDRAWAL OF LETTERS OF RESPONSE

Any time prior to award, Letters of Response may be withdrawn by the Proposer submitting a written request to do so. However, negligence on the part of the Proposer in preparing the Letter of Response confers no right for withdrawal of the Letter of Response after it has been opened.

A-14 DISQUALIFICATION OF LETTERS OF RESPONSE

More than one Letter of Response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one Letter of Response for the same work will cause the rejection of all Letters of Response in which such Proposers are believed to be interested. Incomplete Letters of Response, including failure to provide information required by the advertisement may be grounds for disqualification of a Proposer.

A-15 RECEIPT AND OPENING OF LETTERS OF RESPONSE

Proposals that require public opening shall be read aloud at the time and place stated in the Solicitation Documents. The person whose duty it is to open the proposals will decide when the specified time has arrived and that no proposals received thereafter will be considered. No responsibility will be attached to the Owner or any person for the premature opening of a proposal not properly addressed and identified. No fax proposals will be accepted. Each proposal must carry the signature of the individual authorized to sign on behalf of the firm submitting the proposal.

A-16 DISQUALIFICATION OF LETTERS OF RESPONSE

Any or all letters of response will be rejected if there is reason to believe that collusion exists among the Proposers and no participants in such collusion will be considered in future solicitations for the same work. Falsification of any entry made on the Contractor's Letter of Response will be deemed a material deviation and will be grounds for rejection.

A-17 REJECTION OF PRICE PROPOSALS

The Owner reserves the right to reject any and all price proposals under any of the circumstances prescribed in Rule 60D-5.0071, Florida Administrative Code, and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, Florida Administrative Code, if

the responsive qualified price proposal exceeds the project construction budget.

A-18 NOTICE AND PROTEST PROCEDURES

NOTIFICATION:

- A. Solicitation for Responses: The Owner shall provide notice of its decision or intended decision concerning a solicitation by advertising for responses and distributing solicitation documents.
- B. Contract Award: The notice of a decision or intended decision on contract award or rejection of responses shall be given by posting at the location identified in the advertisement. In the event the Notice of Intent cannot be posted in this manner, all proposers will be notified.

PROTEST:

- A. Any person who is adversely affected by the Owner's decision or intended decision shall file with the Department of Highway Safety and Motor Vehicles, Agency Clerk, 2900 Apalachee Parkway, Room A-432, MS-02, Tallahassee, Florida 32399-0500, Email: AgencyClerk@flhsmv.gov., a notice of protest in writing within 72 hours, excluding Saturday, Sunday, and State holidays, after receipt of the solicitation documents if the protest is directed toward the solicitation documents, or after the notice of the Owner's decision or intended decision on contract award or Letter of Response rejection if the protest is directed toward contract award or Letter of Response rejection.
- B. Thereafter, a formal written protest by petition in compliance with Sections 120.569 and 120.57, Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, must be filed with the Department of Highway Safety and Motor Vehicles, Agency Clerk, 2900 Apalachee Parkway, Room A-432, MS-02, Tallahassee, Florida 32399-0500, Email: AgencyClerk@flhsmv.gov., within ten (10) days after the date the notice of protest was filed.
- C. Failure to file a timely notice of protest or

failure to file a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to posting receipt of the notice of the Owner's decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

OWNER ACTION

- A. Upon receipt of a notice of protest that has been timely filed, the Owner shall delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless the Owner sets forth in writing particular facts and circumstances which require the continuation of the solicitation process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare. If the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.
- B. Upon receipt of the formal written protest petition which has been timely filed, the Owner shall attempt to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturday, Sunday, and State holidays.
- C. If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, the Owner shall schedule an informal proceeding pursuant to Section 120.57(2), Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code.
- D. If there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings of the Department of Administration, State of Florida, for a formal proceeding pursuant to Sections 120.57(1) and 120.569, Florida Statutes.

A-19 DETERMINATION OF SUCCESSFUL PROPOSER

All projects except where competitive solicitation

is waived under the provisions of Rule 60D-5.008, Florida Administrative Code, will be solicited in accordance with the provisions herein. An award of contract will be made to the responsive proposer, determined to be qualified in accordance with the provisions herein and meeting the requirements of the solicitation documents. The successful proposer will be determined as follows:

- A. The successful proposer will be the responsive proposer who has submitted all required forms and documentation required in the Notice to Contractors; and
- B. who has achieved the highest average proposal score based upon the criteria outlined in the Notice to Contractors/Advertisement.

A-20 NOTICE TO PROCEED, SECURE AND PAY FOR PERMITS AND UTILITY CONNECTIONS; AND TIME OF COMPLETION (SUBSTANTIAL AND FINAL)

The contract will be issued to the Contractor after it is signed. At that time, the Contractor will be given a Notice to Proceed. The contract time will begin the day the Notice to Proceed is sent to the Contractor.

The Contractor is allowed thirty (30) calendar days from the time of this notice to secure and pay for those required permits and utility connections, if such connection fees are required before construction can start. Special permits such as tree removal, Water Management District, Dept. of Environmental Regulation, septic tank, demolition, etc., may be necessary before construction can start. Work under specialty permits may begin when the specialty permit is obtained by the contractor. If additional time is required, the Contractor will request approval of a time extension for good cause for the purpose of obtaining any permit required prior to commencing construction on the site.

The work to be performed under this contract shall be commenced within ten (10) calendar days after the date of Notice to Proceed for Construction and shall be completed within 315 calendar days after the date of this Notice to Proceed. Time is of the essence as to each and every obligation under this contract.

Weather has not been contemplated in the 315 calendar-day time limit. Therefore, weather days will be granted as appropriate to extend the allowable contract time.

A-21 LIQUIDATED DAMAGES

Inasmuch as failure to complete the project within the specified timeframe will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed within the specified time indicated in Section A-20, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$7,614 for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have been fully accomplished. It is also hereby agreed that if this project is not finally completed, in accordance with the requirements of the Contract Documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, as indicated below. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Document. This provision of liquidated damages for delay shall in no manner affect the Owner's right to terminate the contract. The Owner's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages as follows:

<u>Original Contract Amount-Daily Charge Per Calendar Day</u>	
\$50,000 and under -----	\$554
Over \$50,000, but less than \$250,000-----	\$676
\$250,000, but less than \$500,000-----	\$994
\$500,000, but less than \$2,500,000-----	\$1216
\$2,500,000, but less than \$5,000,000-----	\$2106
\$5,000,000, but less than \$10,000,000-----	\$3218
\$10,000,000, but less than \$15,000,000----	\$3182
\$15,000,000, but less than \$20,000,000----	\$7614
\$20,000,000 and over - \$7614, plus 0.00027% for any amount over \$20 million	

The Owner is entitled to completion of the project within the time specified in Section A-20, or within such further time, if any, as may be allowed in accordance with the provisions of the contract. In the event of termination of the contract by the Owner for cause prior to completion, the Contractor shall be liable to the Owner for the

expenses for additional managerial and administrative services and also for the per diem liquidated damages agreed above: 1) for each day the Contractor is in arrears in its work at the time of said termination as determined by the Engineer, or Owner, and 2) for each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Owner to effect another contract for completion of the project and for resumption of work thereon. Provided, however, that the sum of 1 and 2 above shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the project.

It is further agreed that the Owner may deduct from the balance retained by the Owner, the liquidated damages stipulated therein for delay or termination, as the case may be, or such portions thereof as the said retained balance will cover.

A-22 PERMITS

The Contractor shall comply with all environmental permits, including measures identified in the National Pollutant Discharge Elimination System (NPDES), Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan for the work.

The Contractor shall determine the permits and fees required by any entity having jurisdiction over any part of the project and shall include the cost of all such permits in its price proposal. Unless otherwise agreed to in writing by the Owner and Contractor, the Notice to Proceed will be issued to Mobilize and to proceed with Construction as provided in Section A-20.

A-23 PROPOSAL GUARANTY

For Proposers who are prequalified with FDOT under Rule 14-22, a proposal guaranty is not required to be submitted with the Letter of Response. For Proposers who are not prequalified with FDOT, a letter from a Florida licensed Surety stating that the proposer can be bonded up to the advertised amount of the project is required to be submitted with the Letter of Response.

A-24 SURETY COMPANIES ACCEPTABLE TO STATE

To be acceptable to the State as Surety for Proposal Bonds, Performance Bonds, and Labor and Material Payment Bonds, a Surety Company

shall comply with the following provisions:

- A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to negotiate is issued.
- E. If the contract sum exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - 1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
Up to 1,000,000	A-	CLASS I
1,000,000-2,000,000	A-	CLASS II
2,000,000-5,000,000	A-	CLASS III
5,000,000-10,000,000	A-	CLASS IV
10,000,000-25,000,000	A-	CLASS V
25,000,000-50,000,000	A-	CLASS VI
50,000,000-100,000,000	A-	CLASS VII

- 2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding 10 percent (10%) of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These

minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state has been met.

- b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged, or held subject to the consent of the surety and for the protection of the surety shall be deducted.

A-25 SUBCONTRACTOR DATA

Within two (2) working days after final selection, the apparent Proposer shall submit to the Owner's Project Manager the following for each subcontractor.

- A. Corporate Charter Number, (If applicable),
- B. License Number, (if applicable),
- C. Name of record license holder, and
- D. Complete name, address, and phone number for listed subcontractors.

A-26 MINORITY BUSINESS ENTERPRISES (MBE) UTILIZATION

The Owner encourages the recruitment and utilization of certified and non-certified minority businesses. The Owner, its contractors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have an opportunity to compete for and perform contract work for the Owner in a nondiscriminatory environment. Each invoice for contracts with an MBE subcontractor, supplier, or sub-consultant must be accompanied by an MBE Payment Certification. The Owner's Project Manager will reject any invoice for agreements with MBE subcontractor, supplier, or sub-consultant participation if the MBE Payment Certification is not included. This form is required for each invoice submitted, even if there is no MBE participation during the invoice period. For each invoice submitted, the Owner's Project Manager is responsible for forwarding a copy of

the MBE Payment Certification to the Central Procurement Office

Additionally, the Contractor is also responsible for identifying on the List of Subcontractors Form, if applicable, whether or not the subcontractor is a certified or non-certified MBE.

A-27 SCRUTINIZED COMPANIES / E-VERIFY

Pursuant to Section 448.095, Florida Statutes, 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 all 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 period.

A-28 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The Division I, General Requirements and Covenants, will NOT apply to this contract. The Division II, Construction Details, and Division III, Materials, will apply. Any pay adjustments referenced in the Division II and Division III specifications will NOT be paid in this contract. For instance, Fuel and Bituminous adjustments, and Asphalt Quality adjustments.

**SECTION B
CONDITIONS OF THE CONTRACT**

B-1 ORDER OF DOCUMENTS

All exhibits attached hereto are made a part of the Contract Documents. In cases of conflict in the Contract Documents, the governing order shall be as follows:

- A. Invitation to Negotiate including Non-Technical Specifications
- B. Plans and Plan Revisions
- C. FDOT Standard Plans
- D. Supplemental Specifications
- E. FDOT Division II and III of the Standard Road and Bridge Construction Specifications

The Owner delegates authority to the Engineer where Contract Documents reference Engineer approval. However, the Owner reserves the right of final approval on all issues contained in the Contract Documents.

B-2 EXECUTION OF CONTRACT AGREEMENT AND BONDS

SOLE PROPRIETOR:

If the Contractor is a firm or company owned by an individual, the Contract Agreement shall be executed in the name of the firm or company by the manual signature of the Owner or sole proprietor.

PARTNERSHIP:

If the Contractor is a partnership, the Contract Agreement shall be executed in the name of the partnership by the manual signature of one or more general partner(s), as provided in the partnership agreement.

CORPORATION:

If the Contractor is a corporation, the Contract Agreement shall be executed in the name of the corporation and shall bear the corporate seal, if applicable, and is to be signed by the President or the Chief Executive Officer. Other signors need to attach written proof of authority from the corporation.

LIMITED LIABILITY COMPANY:

If the Contractor is a limited liability company, the

Contract Agreement shall be executed by an individual with apparent authority, such as manager, managing member, or if the manager or managing member is another business entity, the president or general partner of the identified entity.

JOINT VENTURE:

If the Contractor is a joint venture, the Contract Agreement shall be executed by the designated individual, or all individuals required by the joint venture agreement with proof of authority attached.

CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Contractor shall execute all required forms of the Contract Agreement duly attested or notarized and return within ten (10) calendar days of their receipt. Failure to return all forms correctly executed within ten (10) calendar days of receipt, without written extension by the Owner, shall constitute an irregularity and deemed grounds, at the Owner's option, for rejection or at the Owner's option, for the deduction on a day-for-day basis from the time allotted for completion of the work.

PERFORMANCE AND LABOR AND MATERIALS BOND:

These bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the Contract Agreement.

B-3 CONTRACTOR'S INSURANCE

The Contractor shall not commence any work in connection with this Contract until the Contractor has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Contractor. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized Florida Licensed Agent.

WORKERS COMPENSATION INSURANCE:

The Contractor shall obtain and maintain during the life of this Contract Agreement, Workers Compensation Insurance for all employees connected with the work of this project and in any work sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's

employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall obtain and maintain during the life of this contract COMPREHENSIVE GENERAL LIABILITY INSURANCE sufficient to protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this contract whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:

- A. Contractors Comprehensive General Liability Coverage - Bodily Injury & Property Damage = \$1,000,000 Each Occurrence, Combined Single Limit and not less than \$5,000,000 Annual General Aggregate, inclusive of amounts provided by an umbrella or excess policy.
- B. Coverage shall include Products/Completed Operations and shall not be subject to a retention or self-insured retention. The policy/ies and coverage may be subject to a deductible.

Insuring clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, the above type of specified insurance or insure the subcontractors' activities in the Contractor's policy, as specified above.

BROAD FORM PROPERTY DAMAGE COVERAGE, PRODUCTS, AND COMPLETED OPERATIONS COVERAGE:

The Contractors Liability Policy shall include Broad Form Property Damage Coverage, Products, and Completed Operations Coverage.

CONTRACTUAL LIABILITY-WORK CONTRACTS:

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this contract.

INDEMNIFICATION:

The Contractor's Liability Policy shall provide a "Hold Harmless" rider as noted on the Owner's Certificate of Insurance Form.

LOSS DEDUCTIBLE CLAUSE:

The State shall be exempt from and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

CERTIFICATE OF INSURANCE:

The Contractor shall provide the Owner with proof of insurance coverage as specified on an ACORD Certificate of Liability Insurance. The certificates shall be dated and show:

- A. The name of the insured Contractor, the specific project by name and job number, the name of the insurer, the number of its effective date, and termination date of the policy, and
- B. A statement that the insured will mail notice to the Owner's Project Manager, and a copy to the Engineer, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

The Contractor is responsible for maintaining the insurance coverage specified on the Certificate of Insurance during the life of the project.

B-4 VERIFICATION OF OWNER'S SURVEY DATA

Existing conditions likely do not match plans survey conditions. Establishing the base survey conditions prior to construction will be a topic of negotiation.

Prior to commencing any excavation or grading, the Contractor shall satisfy itself as to the accuracy of all survey data as indicated in the plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Engineer in order that proper adjustments can be anticipated and ordered. Commencement by the Contractor of any excavation or grading shall be held as an acceptance of the survey data by the Contractor after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the said survey data.

B-5 CONSTRUCTION FACILITIES

SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees, subcontractors, and agents as may be necessary to comply with regulations of the County or the Department of Health and Rehabilitative Services. No nuisance will be permitted.

STORAGE AND WORK AREAS:

At the start of the operations the Contractor shall make arrangements with the Engineer's field representative and the Owner's representative for the assignment of storage and work areas. During construction the Contractor shall maintain the areas in a neat condition.

UNDERGROUND UTILITIES:

The Contractor shall meet all requirements of the United States Department of Labor Occupational Safety and Health Administration (OSHA) in the performance of work related to excavations for underground utilities, foundations and other subsurface work. The Contractor shall conduct thorough training on OSHA standards and requirements on a continuing and regular basis throughout the execution of such work.

Additional instructions regarding Construction Facilities are set forth in Section C entitled "Special Conditions."

B-6 PROJECT - PLANS

The Owner will provide the Contractor with a set of signed and sealed plans and specifications in electronic format.

B-7 PROJECT PLANS - REVISIONS

The Owner's Design Engineer shall immediately indicate plainly and conspicuously on the field set of plans and at appropriate paragraphs in the specifications, all changes or corrections made by Addenda and Change Orders as they are issued.

B-8 PROJECT INSPECTION

The Owner will provide engineering oversight and inspection for the project.

B-9 SHOP DRAWINGS

Shop drawings shall be submitted for manufactured or fabricated materials as called for in the separate specification sections. Drawings shall be fully identified by project name, location, suppliers' name, date, drawing number, specifications section reference, etc. The Contractor shall submit electronically, with such promptness as to cause no delay in the work, or in the work of any other Contractor, One (1) copy of all shop drawings, and schedules, required for the work of the various trades, to the Owner for distribution and approval. The Contractor shall make no deviation from the approved drawings, and the changes made thereto by the Engineer, if any.

It is the responsibility of the Contractor to properly schedule the submission of shop drawings for approval to allow adequate time for checking drawings, manufacture, and shipment of items to job site in sufficient time to prevent delay in Progress Schedule.

It is also the responsibility of the Contractor to coordinate the preparation of shop drawings of items which will be furnished by more than one manufacturer but are designed to interface when installed.

Shop drawings submitted to the Owner for approval shall first be checked and approved by the Contractor, the prima facie evidence of which shall be a "checked" stamp marked "Approved" or "Approved as Noted" on each copy of each shop drawing, placed thereon by the Contractor. Shop drawings received without the Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked and marked by the Engineer in one of the following ways:

- A. Approved as drawn.

- B. Approved as noted.
- C. Returned for correction.
- D. Not approved.

SUBMISSION / APPROVAL OF SHOP DRAWING AND SAMPLE SCHEDULE:

If and when required by the Design Engineer, the Contractor shall prepare and submit in triplicate to the Design Engineer a complete itemized Schedule of Shop Drawings, brochures, and other descriptive literature, listing each and all such items as required under these specifications, which schedule shall indicate for each required item:

- A. Identification as to pertinent Specification Division.
- B. Item(s) involved.
- C. Name of pertinent subcontractor or supplier and the name of pertinent manufacturer.
- D. Schedule delivery dates of pertinent items to the project.

The subcontractors for all phases of the Contract shall submit through the Contractor complete brochures covering all materials and/or equipment proposed for use in the execution of the work as required by their respective Divisions of the Specifications. These brochures shall be indexed and properly cross-referenced to the plans and specifications for easy identification.

All shop drawings, setting drawings, material brochures, samples, and/or color selection materials which are required and are not included in the foregoing shall be submitted via the Contractor.

The Owner will not grant a time extension based on delays due to improper scheduling of work, and the Owner at its discretion, may withhold progress payments until such time as these requirements are fully satisfied.

B-10 MANUFACTURER'S SPECIFICATIONS

Where the name of a concern or manufacturer is mentioned on drawings or in specifications in reference to this required service or product, and

no qualifications or specification of such is included, then the material gauges, details of manufacture, finish, etc., shall be in accordance with the standard practice, direction, or specifications. The Contractor shall be responsible for any infringement of patents, royalties, or copyrights, which may be incurred thereby.

B-11 APPROVAL OF MATERIALS

A list of all materials, equipment, etc., together with manufacturers' drawings and catalog information shall be submitted to the Engineer for approval prior to ordering material or equipment but not later than forty-five (45) calendar days after receipt of Notice to Proceed. Information submitted shall show the capacity, operating conditions, and all engineering data and descriptive information necessary for comparison and to enable the Engineer to determine whether same meets specifications. The Engineer's approval will not relieve the Contractor of the responsibility for performance of any terms of the Contract Documents.

If the submittals reflect any changes from the plans or specifications, these changes should be clearly indicated by the Contractor. If no such indication is given, then the submittal is assumed to correspond with the Contract Documents.

B-12 SUBSTITUTIONS

Substitutions for a specified system, product, or material may be requested of the Engineer and the Engineer's written approval must be obtained before substitutions will be allowed. All requests for substitutions should be submitted within forty-five (45) days after award of the contract. Substitutions requested after this date may receive no consideration.

In making requests for substitutions the Contractor shall list the particular system, product, or material it wishes to substitute, the justification for such a request, and the amount to be added or deducted from the contract sum if the substitution is authorized by the Owner and approved by the Engineer.

If no addition or deduction to the contract sum is allowed by the Contractor for such substitution, it shall be so stated on the request. All requests submitted shall include any and all adjustments and any other work affected thereby.

B-13 AS-BUILT PLANS

During the progress of the work, the Contractor shall require subcontractors to record on their field sets of plans the exact locations, as installed, of all pipes whether concealed or exposed which were not installed exactly as shown on the contract plans. The Contractor shall also record all drawing revisions that have been authorized by change order that effect location changes.

Upon completion of the work, this data shall be recorded to scale, utilizing a computer-aided design and drafting application (CADD). Two (2) sets of electronic files on a portable hard drive in both CADD and PDF format along with PDF copies of all Contract Documents will be furnished to the Contractor by the Engineer, but the cost shall be borne by the Contractor. Each drawing shall be noted "As-Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above. The CADD record set of drawings shall be prepared and delivered to the Owner in their current adopted standard of AutoCAD Software format for compatibility statewide to allow updates as future changes/renovations occur.

In showing the changes the same legend shall be used to identify piping etc., as used on the contract drawings. Each sheet shall bear the date and the name of the subcontractors submitting the drawings.

The Contractor shall review the completed as-built plans and ascertain that all data furnished on the plans are accurate and truly represent the work as actually installed. When pipe inverts are involved as part of the work, the Contractor shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the institution or for this project. The files including those unchanged and changed shall be submitted to the Owner at the time of final completion.

B-14 PUBLIC NOTICE

Immediately following receipt of Notice to Proceed, the Contractor shall post a notice in the following form in a conspicuous place on the project site:

A. "Notice is hereby made to all those

concerned and affected that (Contractor's Name) is performing (Project Number, Name, and Location)".

B. "All parties furnishing labor, materials and/or equipment to said project are to provide notice of such in writing by certified mail to the Owner at the (Owner's Address) within twenty (20) calendar days of first providing such labor, materials and/or equipment."

B-15 CHANGES IN THE WORK, DELAYS, TIME EXTENSIONS, AND CLAIMS

During the course of the Contractor's performance of the work, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Contract Documents, and/or the nature and extent of the work as specified and described in the Contract Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work than planned to be incurred in the Contractor's successful bid, in which event the Contractor or the Owner shall respectively be entitled to either an increase or decrease in the contract sum, whichever is the case, to the extent such greater or less cost and expense results, and in which event the party entitled to the benefit of any such adjustment to the contract sum shall, within twenty-one (21) calendar days from the first occurrence of such event(s), present written request on the other party by using the Construction Contract Change Order Form.

When the Contractor deems that extra compensation is due for work or materials not clearly covered in the contract or not ordered by the Owner, the Contractor shall notify the Owner in writing of the intention to make claim for the extra compensation, before beginning the claimed work. If the Contractor does not give such notification and does not afford the Owner proper opportunity for keeping strict account of actual costs, then the Contractor shall be deemed to have waived the claim for such extra compensation and shall be estopped from asserting said claim in any and all judicial and administrative proceedings arising out of said project. The Contractor's notice and the Owner's account of the cost does not establish the validity of the claim or the method for computing any compensation of such claim. If the Owner

determines that the claim is valid, the Department will pay for it as an extra as provided herein.

The Owner's failure to resolve a claim within ninety (90) days after submission of the claim constitutes a denial of the claim.

However, no court proceedings on such a claim may be filed until the Owner accepts the project.

If the Owner, upon considering any such claim, determines the contract sum should be increased or decreased, the determination of the amount of any such increase or decrease in the contract sum shall be governed and controlled by strict adherence to the following described guidelines and limitations, and neither the Contractor nor the Owner shall be entitled to receive any monetary consideration, beyond that which is authorized herein below.

All adjustments to the contract sum resulting from a change in the work shall be determined by the measure of actual or estimated, as the case may be, out-of-pocket costs and expenses incurred or spared by the Contractor for labor, materials, equipment, and equipment rental, plus overhead and profit thereon, for performing the changed work.

- A. Labor costs shall include all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.
- B. All material costs, equipment costs, and equipment rental costs shall be at trade discount rates, plus State Sales Tax, where applicable.
- C. Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling, and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:
 - 1. Overhead and profit shall be calculated at the rate of 15 percent (15%) of the

Contractor's labor, material, equipment, and equipment rental costs, incurred or spared, as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.

- 2. Overhead and profit shall be calculated at the rate of 7.5 percent (7.5%) of the Contractor's subcontractors actual labor, material, equipment, and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 15 percent (15%) of all such costs, as overhead and profit to the Contractor's subcontractors, for all changes in the work performed by the officers, employees, or subsidiaries of the Contractor's subcontractor.

D. In addition to the foregoing, all adjustments to the contract sum resulting from a change in the work shall include all out-of-pocket expenses, incurred or spared, in performing the changes in the work for:

- 1. Paying the required premiums to obtain a Performance Bond and a Labor and Materials Bond called for by the Contract Documents;
- 2. Paying the fee(s) required for licenses or permits called for by changes in the work;
- 3. Paying for delivery of materials or equipment to the job site;
- 4. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
- 5. Paying for testing required by the changes in the work.

E. In the event the Contractor demands an

adjustment in the contract sum, such demand shall be accompanied by paid receipts or other such written evidence satisfactory to the Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work.

DELAYS:

The Contractor's remedies for delays in the progress of the work, or for changes in the work, shall be limited to those provided in the Contract Documents. The Contractor's exclusive remedy for delays in performance of the contract caused by events beyond its control shall be a claim for equitable adjustment in the contract time; provided, however, inasmuch as the parties expressly agree that overhead costs incurred by Contractor for delays in performing the work cannot be determined with any degree of certainty, it is hereby agreed that in the event the Contractor is delayed in the progress of the work after Notice to Proceed for causes beyond its control and attributable only to acts or omissions of Owner, Contractor shall be entitled to compensation for overhead and profit costs either (a) as a fixed percentage of the actual cost of the change in the work, if the delay results from a change in the work, as calculated in this section, or (b) if the delay results from other than a change in the work, at an amount for each day of delay calculated by dividing an amount equal to a percentage of the original contract sum determined by the number of calendar days of the original contract time.

In the event of a change in the work, the Contractor's claim for adjustments in contract sum are limited exclusively to its actual costs for such changes plus fixed percentages for overhead, additional profit, and bond costs, as specified herein.

The foregoing remedies for delays and changes in the work are to the exclusion of, and thus eliminate, the total cost concept (that is, computing Contractor's additional costs for changes in work or the costs of a delay in the progress of the work by comparing Contractor's total actual costs with its original estimate, see *McDevitt & Street Co. v. Department of General Services*, 377 So. 2d 191 (Fla. 1st DCA 1979), as the method of determining Contractor's costs associated with a change in the work or with delay in the progress of the work.

No provision of this contract shall be construed as a waiver of sovereign immunity by the Owner.

CLAIMS AND DISPUTES:

A claim is a demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the contract. The term "claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

No provision of the Contract Documents makes or is intended to make provision for recovery by the Contractor of damages for delay or for breach of contract. All claims, disputes, or controversies with the exception of a claim for breach of contract shall be determined and settled in accordance with the Claims and Dispute Resolutions of these Non-Technical Specifications.

TIME LIMITS ON CLAIMS:

Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be made in writing. An additional claim made after the initial claim has been implemented by a Construction Contract Change Order will not be considered unless submitted in a timely manner.

CONTINUING CONTRACT PERFORMANCE:

Pending final resolution of a claim unless otherwise agreed in writing, the Contractor shall proceed diligently with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

B-16 PROGRESS PAYMENTS

The Owner will, at intervals, make progress payments to the Contractor as follows:

PAYMENTS TO CONTRACTOR:

Thirty (30) calendar days shall be allowed for the Owner's inspection and approval of the goods and services for which any application for

payment is made. Based upon application for payment submitted to the Engineer by the Contractor and certificates of payment issued by the Engineer and accepted by the Owner, the Owner shall make progress payments to the Contractor against the account of the contract sum in accordance with the following:

A. Within thirty (30) calendar days from the Owner's receipt and acceptance of a certificate of payment, the Owner shall pay, or cause to be paid to the Contractor, ninety-five percent (95%) of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated into the work, and ninety-five percent (95%) of that portion of the contract sum properly allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments.

NOTE: This section does not apply to any construction services purchased by a public entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

B. The Contractor shall promptly pay each subcontractor in accordance with Section 287.0585, Florida Statutes, upon receipt of payment from the Owner out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work.

C. The Engineer may, on request, at its discretion, furnish to a subcontractor, if practical, information regarding the percentages of completion of the amount applied for by the Contractor and the action taken thereon by the Engineer on account of work done by such subcontractor.

D. Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any monies to any

subcontractor except as may otherwise be required by law.

E. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

F. The Contractor shall request such compensation by submitting:

1. A properly completed and signed Contractor's Invoice.
2. A properly completed and signed Minority Business Enterprises (MBE) Payment Certification

The Contractor shall, within ten (10) calendar days from date of the contract, submit to the Engineer for approval one (1) copy of a Schedule of Values which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by subcontractor item. The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the contract sum.

The approved Schedule of Values will accompany and support the Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material as well as labor performed, and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.

The Schedule of Values will be utilized to present this and other pertinent information that will facilitate the checking and processing by the Owner's representatives of the Contractor's application for payment.

B-17 FINAL PAYMENT

Within thirty (30) calendar days from the date of Contract Completion, the Owner shall pay or cause to be paid to the Contractor the entire unpaid balance of the then Contract Sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the work which is the subject of any claim or dispute and which has not yet been

satisfactorily performed by the Contractor, and provided further that the work has been satisfactorily completed, the Contractor's obligations under the contract have been fully performed, and a final Certificate for Payment has been issued by the Engineer.

The Contractor shall submit all required documents along with the final invoice to the Owner no later than 120 days after the project is completed and final acceptance of work is issued by the Owner. Invoices submitted after the 120-day time period will not be paid.

The Contractor's application for FINAL PAYMENT shall be accompanied with the following:

- A. Owner's Certificate of Partial Payment marked "Final Payment.
- B. Final Contractor's Invoice
- C. Final Schedule of Values.
- D. Final Minority Business Enterprise (MBE) Payment Certification
- E. For Contracts exceeding \$100,000, the Consent of Surety to make Final Payment – Signed and Sealed.
- F. For Contracts exceeding \$100,000, the Power of Attorney from Surety for Release of Final Payment - Signed, Sealed, and dated the same as Consent of Surety.
- G. Contractor's Affidavit of Contract Completion.
 - 1. Page 1 completed by the General Contractor.
 - 2. Page 2 completed by Engineer.
- H. Notice of Release of Lien from each subcontractor, worker or supplier, who has filed Notices to Owner.
- I. Contractor's Guarantee of Construction for one (1) year from the date of Final Completion.

- J. Copy of the Approval by the Engineer and the Transmittal to the Owner of Manuals, Shop Drawings, As-Builts (2 sets in the Department's current adopted standard of AutoCAD and 2 sets of Prints), Brochures, Warranties, and List of Subcontractors, with telephone numbers and addresses.
- K. Other special warranties as required by specifications, in the name of the Owner, and
- L. Fully Executed Contractor's Certification of No Hazardous Materials.

B-18 EXCLUSION OF OWNER FROM LIABILITY - INDEMNITY

INDEMNITY:

The Contractor shall indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

PAYMENT FOR CLAIMS:

The Contractor guaranties the payment for all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Contract. The Department's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

B-19 PROHIBITED MATERIALS

Per Section 255.40, Florida Statutes, the use of asbestos or asbestos-based fiber materials is prohibited in any buildings, construction of which commenced after September 30, 1983, which is financed with public funds or is constructed for

the express purpose of being leased to any governmental entity. As part of construction or renovation projects, engineers and contractors will certify asbestos-containing materials, lead, cadmium, beryllium or other Federal or State prohibited hazardous materials were not specified or installed as part of the projects (See Contractor's Certification of No Prohibited Hazardous Materials Exhibit).

B-20 USE OF MATERIALS AND COMMODITIES PRODUCED BY PRISON INDUSTRIES – PRIDE

Per Section 945.515(2), Florida Statutes, no similar article of comparable price and quality found necessary for use by any state agency may be purchased from any other source when the Prison Rehabilitative Industries and Diversified Enterprises (PRIDE) certifies that the same is available and can be furnished by PRIDE. The purchasing authority of any such state agency shall have the power to make reasonable determinations of need, price, and quality with reference to articles available for sale by such correctional work programs. The Contractor, or its subcontractor, shall procure materials and commodities, where available from PRIDE, in the same manner and under the same procedures as required for the Owner under Section 946.515(2), Florida Statutes.

B-21 CLAIMS AND DISPUTES

Under the terms of this contract, the Contractor shall not have any right to compensation other than, or in addition to, that provided by this contract, to satisfy any claim for costs, liabilities, or debts of any kind whatever resulting from any act or omission attributable to the Owner unless the Contractor has provided notice and unless a timely claim is delivered to the Owner. All such claims shall be set forth in a petition stating:

- A. Name and business address of the claimant,
- B. A concise statement of the ultimate facts, including the statement of all disputed issues of material fact, upon which the claim is based,
- C. A concise statement of the provisions of the contract together with any federal, state, local laws, ordinances, or code requirements, or customary practices and usages in the industry asserted to be applicable to the questions presented by

- D. the claim and a demand for the specific relief believed to be due the claimant, and
- D. The date of occurrence of the event giving rise to the claim and date and manner of the Contractor's compliance with notice requirements. Within thirty (30) calendar days from the date any such claim is received, the Owner shall deliver to the Contractor its written determination on the claim.

Should the Contractor and Owner be unable to settle and dispose of such demand within thirty (30) days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor and the Owner, then such demand shall be referred to the Owner (Secretary of the Florida Department of Highway Safety and Motor Vehicles) for determination, which shall be final and binding upon the Contractor unless appealed in accordance with applicable provisions of the Contract Documents.

B-22 HARMONY

Contractor is advised and hereby agrees to exert every reasonable and diligent effort to assure that all labor employed by Contractor and subcontractors on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

Contractor further agrees that this provision will be included in all subcontracts of the subcontractor as well as in the Contractor's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

B-23 TERMINATION FOR CAUSE OR MUTUAL AGREEMENT

This contract may be terminated by either party upon seven (7) days' written notice, if such termination is by mutual agreement, or should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this contract may be unilaterally terminated by the Owner for refusal by the Contractor to allow public access to all documents, papers, letters, or other material

subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this contract. In the event of termination for cause, the Contractor shall pay the Owner liquidated damages and costs as described in Section A-22 above. If termination is due to the fault of others than the Contractor, the Contractor shall be paid for services performed to termination date, including reimbursements then due plus terminal expense.

B-24 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the State. If Contract is terminated prior to completion, all work to-date will be delivered to the Department. Upon termination, the Contractor shall be entitled to payment and profit for work completed up to the time of termination, only. The percentage of completion shall be determined by the Engineer, based upon the approved Schedule of Values.

If the contractor fails to provide the services or is no longer providing services, then all plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work products of the Contractor at any time.

B-25 CONTRACTOR'S PAYMENT RIGHTS

Contractors providing goods and services to the Owner should be aware of the following time frames. Upon invoice receipt, the Owner has thirty (30) days to inspect and approve the goods and services. The Owner has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date

the pay request is received or the goods or services are received, inspected, and approved. If payment is not available to the Owner for transmittal to the Contractor within forty (40) days, a separate interest penalty will be due and payable in addition to the invoice amount, pursuant to Section 215.422(3)(b), Florida Statutes. The forty (40) day period is measured from the date the invoice is received, or the date the goods or services are received, inspected, and approved, whichever is the latter. Interest penalties of less than one (\$1.00) dollar will not be enforced unless the Contractor requests payment. Invoices returned to the Contractor because of preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed Invoice is provided to the Owner.

Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient to conduct a proper preaudit and postaudit thereof.

A Vendor Ombudsman has been established within the Department of Banking and Finance and the duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. They may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

The Owner, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure, during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Project Manager shall obtain a written statement (approved encumbrance) from the Office of Comptroller that funds are available prior to the Owner entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Owner which are for an amount in excess of \$65,000 and which have a term for a period of more than 1 year.

Per Section 255.2502, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B-26 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, in Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

B-27 ASSIGNMENT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein without written approval by the Owner.

B-28 DISCRIMINATION CLAUSE

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, per Section 287.134(3)(a), Florida Statutes.

B-29 UNAUTHORIZED ALIENS

The Owner shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

B-30 PERFORMANCE AND PAYMENT BOND

On projects where the contract sum exceeds

\$100,000, the Contractor shall furnish the Owner with a 100 percent (100%) Performance and Payment Bond written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Agent. Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance and Payment Bond.

The cost of all Performance and Payment Bonds shall be borne by the Contractor. Each bond shall be accompanied by a duly authenticated or certified document such as a Power of Attorney, evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date the bonds were executed on behalf of the Surety Company. The date on the document, submitted in duplicate, will be the same date on which the bonds were executed for the Surety.

The Contractor shall furnish the Owner with additional bonding equivalent to any increases in the original contract sum. It is a specific requirement that the surety bond shall continue to be acceptable to the Owner throughout the life of the contract and, in the event that the surety executing the bond, although acceptable to the Owner at the time of execution of the contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the Owner's initial approval of the company, then the Owner may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company authorized to do business in the State of Florida. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of the premium on the defaulting bond, will be borne by the Contractor.

B-31 CONSTRUCTION SCHEDULE

FOR A CONTRACT OF \$2M OR LESS – The Contractor shall prepare and submit a construction schedule within twenty (20) days after the Owner has issued the Notice to Proceed.

FOR A CONTRACT SUM EXCEEDING \$2M – The Contractor shall prepare and submit a construction schedule within thirty (30) days after the Owner has issued the Notice to Proceed

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The construction schedule shall be submitted to the Engineer in quadruplicate graphically depicting the various activities necessary to complete the project. The schedule shall reflect the sequence of work in which the Contractor proposes each activity to occur, as well as, the duration (beginning and ending dates) of each activity. Since there are various scheduling systems available, it must be one that the Contractor, Engineer and the Owner all agree to. Examples of such systems include, but are not limited to: Timeline, Primavera, Project Workbench, Superproject, etc. The Engineer is responsible for determining whether or not the schedule submitted by the Contractor meets project requirements and such determination shall be binding on the Contractor.

The Engineer shall on a regular basis review the construction schedule to determine whether or not it continues to meet all requirements, as well as, if the progress of work complies with the schedule. The Contractor is responsible for providing, in duplicate, an updated schedule with each pay request (partial and final), as well as, upon request from the Engineer and/or Owner.

Failure of the Contractor to develop and submit a construction schedule(s) as aforesaid shall be sufficient grounds for the Engineer to find the Contractor in substantial default, and certify to the Owner that sufficient cause exists to terminate the contract or withhold any payment.

B-32 DUTIES OF THE ENGINEER'S REPRESENTATIVE

A. If an Engineer's Representative is authorized by the Owner, his/her duties shall include, but are not limited to, the following:

1. Assist the Contractor in obtaining interpretation of the Contract Documents from the Design Engineer.
2. Conduct daily on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.
3. Request additional details and/or information from the Design Engineer when needed by the

Contractor.

4. Evaluate suggestions and/or modifications submitted by the Contractor and transmit to the Design Engineer with recommendations.
5. Anticipate problems that could create delays and problems in construction and report them to the Contractor and Design Engineer for a solution.
6. Maintain official relationship only with the General Contractor Job Superintendent(s) and communicate problems to him/her regardless of which subcontractor(s) work is involved.
7. Attend all required construction conferences and participate actively in discussions of the project.
8. When authorized by the Engineer, conduct tests and inspections as required by the Contract Documents and record results of such tests and inspections.
9. Maintain a daily log of project activity including, but not limited to hours on the job site, weather conditions, daily construction activity, number of men in each trade on the site, general observations, written and verbal directives to Contractor, and visits of governmental officials.
10. If, upon inspections or observations, work is found not to be in accordance with Contract Documents, advise the Engineer verbally and in writing. Consult with the Engineer for further directions if the Contractor does not correct work as directed by the Engineer.
11. Check that tests and inspections

- to be performed by others, other than those performed by Engineer's Representatives and/or the Engineer, are actually performed in accordance with the Contract Documents.
 - 12. When requested, accompany all state and federal officials on inspections of construction and record the inspection in the log.
 - 13. Cooperate with the Owner's Project Manager or Inspectors and provide them with all requested information about the project.
 - 14. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings, and job log.
 - 15. Review requisitions for payment submitted by Contractor and transmit to the Engineer with recommendations.
 - 16. Participate in the inspections of construction with the Engineer and Owner's Project Manager at regular intervals and at Substantial Completion and provide Engineer with information as to work which is not complete, defective, or not in accordance with Contract Documents.
 - 17. Refer all communications from other agencies, authorities, etc. to the Owner's Project Manager and Engineer.
 - 18. Copy the Owner's Project Manager on all correspondence related to the project.
 - 19. Review plans, specifications, and shop drawings on a regular basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise the Engineer when discovered.
 - 20. Advise Contractor and Engineer of work being performed with unapproved shop drawings or without shop drawings when such shop drawings are required by specifications.
 - 21. Check materials and equipment delivered to the job site against specifications, approved samples, shop drawings, and related correspondence. If in conflict, advise the Contractor and Engineer.
 - 22. Check that the Contractor is maintaining a record of notable drawings of As-Built conditions, when As-Built drawings are specified to be provided.
- B. The Engineer's Representative is not authorized to do the following:
- 1. Authorize minor deviations from the Contract Documents (unless preapproved in writing by Engineer).
 - 2. Expedite the work for the Contractor(s).
 - 3. Advise the Contractor on building techniques or scheduling.
 - 4. Approve shop drawings.
 - 5. Issue certificates for payment.
 - 6. Approve substitutions.
 - 7. Interpret Contract Documents for others.
- C. The Engineer's Representative shall not:
- 1. Get involved in disputes or problems between the Contractor and subcontractors.

2. Offer gratuitous advice to the Contractor or subcontractors on how to perform the work whether solicited or not.
3. Make vague and unclear log entries as to the acceptability of the Contractor's work. If unacceptable and not corrected properly and in a timely manner, the condition should be entered into the job log clearly as a statement made with follow-up written communication to the Engineer.
4. Order a work stoppage except in extreme emergencies and except under conditions authorized only by the Engineer.

B-33 CONTRACTOR'S REPRESENTATION (EXPERIENCE QUESTIONNAIRE & FINANCIAL STATEMENT)

The Contractor represents and warrants the information provided on the "Experience Questionnaire and Contractor's Financial Statement" which was submitted by the Contractor to qualify for award of this contract and is hereby made a part of this Contract by reference, is true, accurate, and correct. The Contractor understands and agrees that materially inaccurate information may result in termination of this contract at the Owner's option.

B-34 CONTRACTOR'S WORK FORCE

The Contractor agrees to perform no less than fifteen percent (15%) of the project construction work utilizing its own employees. The percentage shall be calculated on the basis of the cost of materials and labor utilized by the prime Contractor's own forces in relation to the original contract sum.

B-35 CONTRACTOR'S PROJECT SUPERVISION

The Contractor must provide, as a minimum, field (on site) supervision (through a named superintendent) as shown on the Contractor's Experience Questionnaire and Financial Statement. The Contractor shall not change or deviate from these principal and supervisory

personnel without written consent of the Owner.

B-36 DRUG-FREE WORKPLACE

Each construction contractor regulated under Part I of Chapter 489, who contracts to perform construction work under a state contract for public property or publicly owned buildings governed by Chapter 255 must implement a drug-free workplace program as required by Section 440.102(15), Florida Statutes. The Contractor represents, covenants, and warrants that it has implemented a drug-free workplace program in accordance with the standards and procedures established in Section 440.102, Florida Statutes. This requirement applies to contracts entered into on or after October 1, 2002.

B-37 COMPLIANCE WITH LAWS

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's Records pertaining to this project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment or thereafter. The Department may also require submittal of the records from either the prime contractor, the subcontractor, or both. As the Department deems necessary, records include all books of accounting, supporting documents, and papers pertaining to the cost of performance of the project work.

Pursuant to Section 216.1366, Florida Statutes, the Owner is authorized to inspect: (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) Programmatic records, papers, and documents of the Contractor which the Owner determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Owner within 10 business days after the request is made.

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, if the Contractor is acting on behalf of a public agency the Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform

the services being performed by the Contractor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Contractor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Department with a copy of the Contractor's response to each such request.

B-38 SCRUTINIZED COMPANIES

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

SECTION C SPECIAL CONDITIONS

C-1 INITIAL CONSTRUCTION CONFERENCE

Immediately prior to starting construction, the Owner's Project Manager will arrange a meeting with the Engineer, Contractor, subcontractors, and other interested parties. The purpose of this meeting shall be to discuss the requirements and responsibilities of the various parties involved with the objective of expeditious handling of the contract. The Owner's Project Manager will chair this meeting.

C-2 SITE SECURITY

The Contractor shall pay for and be responsible for securing the site and the project against theft, vandalism, and fire, and to ensure public safety at all times (twenty-four (24) hours per day) from the issuance of the Notice to Proceed until Substantial Completion.

C-3 PROJECT SIGN

NOTE: For contract sums exceeding \$200,000 (see Section A-1 for definition of "Contract Level", the Contractor shall erect a project sign.

The Contractor shall erect a ¾" – 4'x8' exterior grade plywood sign mounted on 4'x4' pressure treated wood posts at the project site in a prominent location approved by the Owner.

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 (Exhibit 1)
State of Florida
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
REQUEST FOR LETTERS OF RESPONSE

Letters of Response will be received and publicly opened by the Florida Department of Transportation (hereinafter referred to as the Owner’s representative) at the following date, location, and local time: Florida Department of Transportation Procurement Conference Room, 1074 Highway 90, Chipley, FL 32428, Monday, July 19, 2024, at 1:30 PM Local Time

FINANCIAL PROJECT NO.: 99991030027 **CONTRACT NO.:** E3XX1

PROJECT NAME: Florida Highway Patrol Test Track Facility

PROJECT LOCATION: 85 Academy Drive, Havana, FL 32333

PURPOSE: The Florida Department of Transportation (Department) has issued this Invitation to Negotiate (ITN) on behalf of the Florida Department of Highway Safety and Motor Vehicles (Agency) to solicit letters of response from Proposers for pre-construction, and potentially construction services, for a new FHP Test Track Facility.

The Department is seeking to solicit Letters of Response to hire a CMGC to assist the Agency with pre-construction services including onsite assessment for remaining construction activities to arrive at recommendations for construction of the project as coordinated with the Department. The Department’s selected engineering consultant firm, known herein as the Engineer, has prepared the construction plans, specifications, and supporting engineering analysis. The Department has also selected a construction engineering firm to assist during negotiations and provide construction engineering inspection during the construction phase of the project.

CMGC is an innovative contracting method in which the Contractor works with the Agency and the Department’s designer, forming a Project Team, to perform pre-construction services. If the Agency determines that the CMGC has been successful in meeting the goals of the project, the CMGC will prepare and submit an official price proposal for construction. The CMGC will be required to share pricing information with the Project Team to facilitate price discussions and to help ensure the Agency is receiving a fair price for the work. The Department will utilize an engineer’s estimate to evaluate the CMGC’s Lump-Sum (LS) Price Proposal. If the Department is satisfied with the performance of the CMGC, their approach to building the project, and their price, the Agency anticipates executing supplemental agreement(s) with the CMGC for construction of the project. The Agency may choose to implement the work through one Supplemental Agreement or a series of separate Supplemental Agreements to expedite the overall completion. The Agency may also request that the CMGC procure materials as part of a separate Supplemental Agreement as part of the Pre-Construction Services.

If the Agency is not satisfied with the performance of the CMGC, or if their prices are not acceptable, the Agency reserves the right to terminate the CMGC process, and/or procure the project by some other method and retain all the information/materials developed or procured. Any materials purchased by the CMGC through a Supplemental Agreement, at the request of the Agency, would be reimbursed by the Agency in the event the Agency terminates the CMGC process.

Description of Work

The Improvements under this Contract are for the new construction of a Florida Highway Patrol Test Track Facility and Access Road. Initial construction of the Florida Highway Patrol Test Track began in or about

September of 2018 and construction activities terminated in March 2020. During the initial construction phase clearing & grubbing of the 102 acres was completed and sediment barriers installed. Drainage improvements have been installed, however most of the drainage system will require desilting and video inspection to ensure the collection system has been properly installed. Earthwork operations included construction of the proposed track to subgrade elevations and grading of the proposed stormwater management facility. As-Built drawings indicate that the stormwater management facility has been over excavated and will require fill to match its original design depth. The reconstruction of the stormwater management facility may require reconstruction of the stormdrain pipes that discharge into the proposed stormwater management facility. A portion of an earthen berm has been constructed from Station 16+50 to Station 21+50. OBG 4 (limerock base) has been placed in one curve beginning from Station 56+50 to 65+00. Existing materials on-site include 7,887 cubic yards of OBG 4 and 4,135 cubic yards of topsoil. As-Built drawings were completed, and the construction plans have been updated to reflect existing constructions of the Test Track. Improvements for completion of the Test Track will include clearing & grubbing, earthwork operations that will establish roadway profile grades and all earthwork activities for completion of the Test Track. The construction will include evaluation of the existing stormdrain collection system and restoring or replacing as required, completion of roadway, installation of guardrail, establishing small plants, signing and pavement markings and installation of performance turf. All work to be done in Gadsden County.

There are two major phases of work associated with this project: Phase 1 – Pre-construction Services; Phase 2 - Construction Services. This ITN will procure a CMGC to assist the Agency with Phase 1 – Pre-construction Services. The Agency, at the Agency's discretion, may elect to move forward with Phase 2 – Construction services under a separate agreement where the CMGC provides construction services.

Scope of Pre-Construction Phase Services (Phase 1)

The objective of pre-construction and associated tasks is to create a teaming atmosphere that will allow the Agency, the Department and the CMGC to work jointly to deliver the highest-quality Project within the budget determined by the Agency. As part of the Project Team, the CMGC will provide input on schedule, phasing, constructability, materials availability, cost estimating, preparation of reports, and related services and activities for the Agency under a fixed price for services outlined in this ITN. Pre-construction tasks to be performed by the CMGC shall include:

1. Provide a Project Manager and support staff to consult with, advise, assist, and provide recommendations to the Department and the design team on all aspects of the planning, design, and installation of the system, as requested by the Department.
2. Site assessment – Review the work area defined in the plans produced by the Design Consultant. Assess challenges, staging areas, equipment mounting options, and assess use of existing materials, etc.
3. Participate in one plans discussion review. This will focus on identifying ways to reduce unknowns for improved pricing, and identify potential cost savings through design changes or construction methods. The CMGC must submit comments and recommendations addressing, but not limited to, the following:
 - a. Maintenance of communication during construction
 - b. Access for construction equipment utilizing access road in its current condition
 - c. Potential construction risks and recommendations for mitigation strategies
 - d. Safety during construction

-
4. Participate in informal constructability reviews with the Design Consultant and provide recommendations on ways to improve the design or make it easier, faster, or less costly to construct.
 5. As part of the ongoing cost estimating for the Project, the CMGC shall prepare and submit to the Agency/Department two versions of a lump-sum Price Proposal. The determination of when a Price Proposal shall be prepared is at the discretion of the Agency/Department and shall be in a written format that identifies the risks found and assumptions used when developing the Price Proposal. The Price Proposal shall include the total construction cost for the Department's review and approval. The first price proposal will be the basis for negotiations and the final price proposal will be submitted after negotiations are finalized. If the Agency and the CMGC cannot agree on a lump-sum price, the Agency reserves the right to terminate the Pre-Construction (Phase 1) Contract and procure the Work in an alternative manner, as the Agency deems appropriate.
 6. Prior to development of the final Price Proposal, the CMGC shall prepare a detailed baseline cost-loaded Critical Path Method (CPM) schedule to serve as the project's baseline construction schedule, which identifies all activities and progress payment processing during construction.
 7. The CMGC shall help the Agency coordinate with any Project stakeholders on an as-needed basis. The Construction Manager/General Contractor will not be delegated by the Agency to act on the Agency's behalf with Project stakeholders, but the CMGC will be considered to be a member of the Agency's Project Team and may be requested to be a part of coordination meetings with the various Project stakeholders. The CMGC shall support the Agency in developing of agreements with utility owners and other Project stakeholders, as necessary.
 8. At this stage of the project, the CMGC shall collect detailed information required to create the plans identified in the following list:
 - a. Safety Plan
 - b. Quality Control Plan

Scope of Construction Phase Services (Phase 2)

Upon completion of the services listed above under the Scope of Pre-Construction Services (Phase 1) and the Agency's acceptance of a Price Proposal, the CMGC will enter Phase 2, Construction Phase Services of the Contract. The tasks listed below are a representative list of tasks that may be requested of the CMGC. This list is not exhaustive, and tasks may be added or deleted during the negotiations of the Phase 2 Construction Phase Services scope of work and lump-sum price.

1. Hold a pre-construction conference before construction starts.
2. Construct the test track facility and access road in accordance with the plans and specifications developed by the Design Consultant.
3. Attend weekly progress meetings which will be scheduled by the CEI. The CEI will prepare and distribute minutes from each meeting.
4. Assist in obtaining and complying with all necessary permits needed for completion of the Project.

5. Maintain a qualified, full-time management staff.
6. Maintain and update the baseline CPM monthly to monitor progress, manage all construction efforts, establish a progress payment and tracking system, and keep the Agency advised on the work status through submission of monthly progress reports that identify delays or impacts to the baseline CPM schedule. Prepare and submit a two-week look ahead schedule to the Agency on a weekly basis that is consistent with the baseline CPM schedule.
7. Make available at all times cost and budget estimates (including supporting materials and records) to the Agency for review. Provide monthly reports in a format agreed to by the Agency showing actual costs and work progress as compared to estimated cost projections, as compared to scheduled work progress, and as a percent of Project completion. The CMGC shall explain significant variations and provide information as requested by the Agency.
8. Upon completion of all work, the CEI will provide signed and sealed as-built plans in conformance with FDOT requirements as part of the final project closeout package submitted to the Department.
9. The CMGC and the CEI shall develop a procedure for tracking, expediting, and processing all submittals, change orders, and requests for information (RFIs) that will be available for the Agency.
10. Maintain, protect, and implement an effective public and worker safety program in accordance with the Safety Plan developed during Pre-Construction. This program shall be enforced until Final Acceptance of the project.
11. Implement an effective quality management program for all construction work in accordance with the Quality Control Plan developed during Pre-Construction.
12. Implement the subcontracting plan in accordance with the plans developed during Pre-Construction. Provide quarterly subcontracting reports that identify compliance with the goals and objectives of the subcontracting plan.

The Agency may choose to implement the project through a series of separate Supplemental Agreements to expedite the overall completion. The Agency may also request that the CMGC procure materials that require long lead times as part of a separate Supplemental Agreement(s).

Florida Statute 255.103 allows for the use of Construction Manager/General Contractor (CM/GC) contracts.

PROJECT DESCRIPTION: Florida Highway Patrol Test Track Facility in Gadsden County.

PRE-BID MEETING (check appropriately) *Mandatory*, *Non-Mandatory*, or *Not Applicable*

An onsite meeting will be held with all prospective Proposers on Tuesday, July 10, 2024, at 11:00 AM Eastern Time

Owner representatives will be present to discuss plans, specifications, and conditions of the project. The Owner's Project Manager is: Jason Williams and may be reached at: (850)836-5720 or (850)326-4329.

PLANS AND SPECIFICATIONS: Plans and Specifications may be obtained by contacting Ranae Dodson of the Florida Department of Transportation Procurement Office at Ranae.Dodson@dot.state.fl.us.

MINORITY BUSINESS ENTERPRISES (MBE) UTILIZATION: The Owner encourages the recruitment

and utilization of certified and non-certified minority businesses. The Owner, its contractors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have an opportunity to compete for and perform contract work for the Owner in a nondiscriminatory environment.

LETTERS OF RESPONSE: Letters of Response must be submitted in full accordance with the requirements of the Plans, Specifications, Proposal Conditions, and Contractual Conditions, which may be examined and obtained from:

<https://www.fdot.gov/contracts/district-offices/d3/lettings/design-build/designbuild.shtm>.

INSURANCE: The awarded Proposer is responsible for maintaining the insurance coverage specified in the Non-Technical Specifications for the duration of this project.

PREQUALIFICATION: Each proposer shall submit a current Certified General Contractor's License or Registered General Contractor's License issued by the State of Florida and, demonstrate two years' experience fully constructing asphalt roadways;

Or demonstrate prequalification with the Florida Department of Transportation in accordance with Rule 14-22 in Flexible Paving or Hot Plant-Mixed Bituminous Courses;

In addition, the proposed CMGC Project Manager must demonstrate at least five years' project manager experience on roadway construction projects.

If a Florida Corporation, a copy of the Corporate Charter as documentation of eligibility shall be submitted with the Letter of Response to the Florida Department of Transportation, District Three Procurement Office via email at d3.designbuild@dot.state.fl.us. If not a Florida Corporation, documentation of authority to conduct business in Florida must be submitted with the Letter of Response.

The bid will be rejected if a copy of the Contractor's License is not provided to the FDOT Procurement Office prior to the date and time specified in the Advertisement. After the opening, the letters of response will be scored by a technical review committee in accordance with the criteria included in the Advertisement.

PERFORMANCE AND LABOR AND MATERIALS BOND: If the contract award amount exceeds \$100,000, both a Performance Bond and a Labor and Materials Bond of 100% each of the contract sum is required at the time of contracting.

FINAL POSTING / CONTRACT AWARD: The final ranking and Notice of Award Recommendation will be posted at the following location, date and local time:

<https://pdaexternal.fdot.gov/Pub/AdvertisementPublic/D-B/S> Monday, August 12, 2024, at 10:00 AM Central Time

In the event the final ranking and Notice of Award Recommendation cannot be posted in this manner, all proposers will be via email. If no protest is filed the Owner will award the contract to the qualified, responsive proposer with the highest average score. The Owner reserves the right to reject any or all Letters of Response.

SOLICITATION/AWARD/NON-AWARD PROTEST RIGHTS: Any person adversely affected by this Solicitation shall file a notice of protest within 72 hours of receipt of the solicitation documents in accordance with Section 120.57(3), Florida Statutes and Rule Chapter 28-110, Florida Administrative Code. Any person adversely affected by the intended decision of the Owner to award a contract or to reject all Letters of Response shall file a notice of protest within 72 hours after the posting of the final ranking. If notice of intended decision is given by certified mail, express or fax delivery, the adversely affected person must file the notice of protest within 72 hours after receipt of the notice of intent.

A formal written protest must be filed within 10 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. All protests must be

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submitted in accordance with Section 120.569 and 120.57, Florida Statutes. The required notice of protest and formal protest must each be timely filed with the Highway Safety and Motor Vehicles, Agency Clerk, 2900 Apalachee Parkway, Room A-432, MS-02, Tallahassee, Florida 32399-0500, Email: AgencyClerk@flhsmv.gov. 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.

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

PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months for the date of being placed on the convicted vendor list.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Ranae Dodson
 Procurement Administrator,
 Contracts Administration Office
 On behalf of
 DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

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(Exhibit 2)
ASSIGNMENT

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For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, (Contractor's Name)

acting herein by and through (President's Name)_____

its (Title)_____

and duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of Florida all rights, title, and interest in and to all causes to action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to:

Project Name: Florida Highway Patrol Test Track Facility

Financial Project Number: 99991030027 Contract Number: E3XX1

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CONTRACTOR:

NAME OF CONTRACTOR (as registered with Florida Division of Corporations)

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

(Affix Corporate Seal)

ATTEST: _____

PRINT NAME & TITLE / OR NOTARY: _____

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(Exhibit 3)

CONTRACTOR'S INVOICE

Company Name:		Invoice Number:
Address:		Date:
Project Description:		
Location:		
Contract Number:		
Financial Project Number:		
Billing Period	From:	To:
Original Contract Sum:		
Net Change by Change Orders:		
Contract Sum to Date:		
Amount Billed this Invoice:		
Retainage (5%):		
<i>(See Schedule of Values for percent complete of each item)</i>		
INVOICE TOTAL LESS RETAINAGE:		

Contractor's Signature

(Exhibit 4)

CONTRACTOR'S AFFIDAVIT / CERTIFICATE OF CONTRACT COMPLETION

FINANCIAL PROJECT NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: The work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Contractor shall save, protect, defend, indemnify, and hold harmless the Owner from and against any and all claims which arise as a direct or indirect result of any transaction, event, or occurrence related to performance of the work contemplated under said contract.

Contractor Signature: _____ Date: _____

Printed Name & Title: _____

Address: _____

STATE OF FLORIDA COUNTY OF _____

Personally appeared before me this ____ day of _____, YR _____ known (or made known to me to be the

(Sole Proprietor, Partner, or Corporate Officer's Name & Title)

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Form of Identification Produced)

(Notary Public - Print Name)

My Commission Expires: _____

(Notary Public - Signature)

(Exhibit 4)

CONTRACTOR'S AFFIDAVIT / CERTIFICATE OF CONTRACT COMPLETION

FINANCIAL PROJECT NUMBER: _____

PROJECT NAME: _____

CONTRACTOR: _____

CONTRACT DATE: _____ DATE OF FINAL COMPLETION: _____

CERTIFICATE OF ENGINEER:

I CERTIFY, the work under the above Contract has been satisfactorily completed on the date set forth in accordance with the terms of the Contract; that the Contractor has submitted its sworn affidavit as evidence that the Contractor has paid all labor, materials, and other charges against the project in accordance with the terms of the Contract.

Engineer Firm Name: _____

By: _____ Date: _____

TO BE COMPLETED BY ARCHITECT-ENGINEER THROUGH SUBSTANTIAL COMPLETION PHASE	DATE	DAYS	LIQUIDATED DAMAGES to be Completed by the Owner
1. Notice to Proceed (N.T.P.)			@\$ Per Day=\$
2. Time Specified in Original Contract for Substantial Completion (S.C.)			
3. Extension Granted by Change Orders (Days Between Original Contract S.C. and Final Contract S.C.)			
4. Total Days Allowable to Substantial Completion (Add Lines 2 and 3)			
5. Project Substantially Completed as Certified by Architect-Engineer (Total Days from N.T.P. through Date Certified by Architect-Engineer)			
6. Substantial Completion Overrun (Subtract Line 4 from 5 and Enter Overrun)			

THROUGH THE FINAL COMPLETION PHASE

1. Time Specified in Contract, Between Substantial and Final Completion		
2. Extensions Granted by Change Orders (Days Between Substantial Completion and Final Completion)		
3. Total Days Allowable Between Substantial and Final Completion (Add Lines 1 and 2)		
4. Date Actually Completed and Total Days Between Actual Substantial Completion and Date Certified By Architect-Engineer as Actually Being Finally Completed.		
5. Final Completion Overrun (Subtract Line 3 from 4 and Enter Overrun)		

TOTAL LIQUIDATED DAMAGES PER DAY = \$

Project Manager Signature: _____ Date: _____

(Exhibit 5)

CONTRACTOR'S CERTIFICATION OF NO PROHIBITED HAZARDOUS MATERIALS

Project Name: _____

Project Location: _____

Financial Project Number: _____ Contract Number: _____

I CERTIFY THAT NO ASBESTOS-CONTAINING MATERIALS, LEAD, CADMIUM, BERYLLIUM OR OTHER FEDERAL OR STATE PROHIBITED MATERIALS WERE SPECIFIED OR INSTALLED IN THE ABOVE STATED PROJECT.

Contractor Signature

Date

Contractor Name (Typed)

Name of Contractor Firm:

Street Address:

City, State & Zip:

Telephone () _____ FAX () _____

FEID Number

(Exhibit 6)

CONSTRUCTION CONTRACT CHANGE ORDER

Change Order No.: _____ Contract No.: _____ Financial Project No.: _____

State Project Name: _____

Architect/Engineer: _____ Contractor: _____
 Address: _____ Address: _____
 City: _____ City: _____
 State: _____ Zip: _____ State: _____ Zip _____
 Telephone: _____ Telephone: _____

DESCRIPTION OF CHANGE (attach additional sheet if necessary)			Decrease In	Increase In
Notice to Proceed Date			Original Contract Sum	
Contract Time	# Days	Date	Contract Sum	
Original Contract Time			Subtotal	
Present Contract Time			Net-Add-(Deduct)	
This Change-Add-(Deduct)			Present Contract Sum	
New Contract Time			New Contract Sum	

The Change Order is an amendment to the Contract Agreement between the Contractor and Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and Contractor for this change. In consideration of the foregoing adjustments in contract time and contract sum the Contractor hereby releases the Owner from all claims, demands, or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between the Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this contract amendment unless expressly provided herein.

RECOMMENDED:

AGREED:

AGREED:

Signature (Architect/Engineer)

Signature (Contractor)

Signature (Owner)

Date: _____

Date: _____

Date: _____

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(Exhibit 7)
LIST OF SUBCONTRACTORS

THIS LIST IS ATTACHED TO, AND IS AN INTEGRAL PART OF THE PRICE PROPOSAL SUBMITTED BY:

Date: _____

Proposer Full Name: _____

Street Address: _____

City, State, Zip Code: _____

FOR CONSTRUCTION OF: _____

The undersigned, hereinafter called "Proposer", lists below the name of each subcontractor for all tiers who will perform the phases of the work indicated. Failure of the Proposer to supply sufficient information to allow verification of the Corporate and Discipline License Status of the subcontractor may deem the proposal as non-responsive and rejected. If applicable, complete the Minority Business Enterprises (MBE) Column identifying whether the Subcontractor is a certified or non-certified MBE. (NOTE: MBE data shall in no way influence the proposal selection, order of acceptances, or rejection.)

TYPE OF WORK / PHASE SUBCONTRACT	NAME OF SUBCONTRACTOR	CORPORATE - OR - NONCORPORATE	DISCIPLINE LICENSE STATUS	MINORITY BUSINESS ENTERPRISE (MBE) (Certified - OR - Non-Certified)

NOTE: If the prime contractor does not list a Subcontractor for the specified discipline(s), the prime contractor must have all necessary licenses to perform the work.

Completed By: _____
 Type or Print Name Signature

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(Exhibit 8)

PERFORMANCE BOND

(Bond No. _____)

NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

BY THIS BOND, We _____
_____ (Name, Address and Phone Number), as

Principal (Contractor), and _____
_____ (Name, Address and Phone Number)

a corporation, as Surety, are bound to the Florida Department of Highway Safety and Motor Vehicles, 2900 Apalachee Parkway, Tallahassee, FL 32399-0500 (Address and Phone Number) herein called Owner, in the sum of \$_____ for payment of which we bind ourselves, our heirs, administrators, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has by written agreement, dated _____ entered into a contract with the Owner for a new Florida Highway Patrol Test Track Facility, 85 Academy Drive, Havana, FL 32333

_____ (Project Description, Legal Description or Street Address), Financial Project Number 99991030027, hereinafter referred to as the Contract.

CONDITIONS OF THIS BOND ARE AS FOLLOWS:

Contractor shall promptly and faithfully perform said Contract and all obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and Declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor. Notwithstanding anything to the contrary contained herein, the Surety agrees that the defaulting Contractor shall not be selected as the completing contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner. The time within which the Owner can institute an action on this Bond against the Surety or Contractor shall be determined by the time periods of Section 95.11(3)(c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

(Exhibit 8)
PERFORMANCE BOND

(Bond No. _____)

IN WITNESS WHEREOF, Principal and Surety have executed these presents and the Surety has affixed its seal, this _____ day of _____, 20_____.

NOTE: BY SIGNATURE THE ATTORNEY-IN-FACT FOR THE SURETY ATTESTS THAT SAID SURETY COMPLIES

CONTRACTOR: _____ Date: _____

Authorized Signature: _____

Print Name & Title: _____

NAME OF SURETY: _____ Date: _____

Signature (Attorney-in-Fact): _____ (Affix Seal)

Signature of Florida Licensed Agent: _____

Print Full Name, Address and Telephone No.: _____

CONTRACTOR SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE IMPROVEMENT IS LOCATED PRIOR TO COMMENCING THE WORK IN ACCORDANCE WITH SECTION 255.05(1)(a), FLORIDA STATUTE.

NOTES CONCERNING SURETY AND EXECUTION:

A. SURETY COMPANY REQUIREMENTS

To be acceptable to the Owner, the Surety shall comply with all of the requirements of Non-Technical Specifications, Section A, Instructions to the Bidders.

B. EXECUTION OF BOND

1. Enter the Surety's name and address on each copy of the Bond in the space provided.
2. Have each copy of the Bond signed by the same person that signed the Contract Agreement on behalf of the Contractor (affix Corporate Seal, if appropriate).
3. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety. Put the date the signature was affixed in the space provided. Print that person's name in the place provided on each copy of the Bond. Also, have the Surety's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
4. Have each copy of the Bond signed by a Florida Licensed Agent (Reference Sections 624.425 and 624.426, Florida Statutes). Print that person's name, address and phone number in the place provided on each copy of the Bond. This may be the same person indicated in B.3 above, if this person is a Florida Licensed Agent and is also authorized to sign on behalf of the Surety as Attorney-In-Fact.
5. Each copy of the Bond must have a Power of Attorney attached indicating that the person in item B.3 above is authorized to sign on behalf of the Surety.
6. Each copy of the Power of Attorney must have the Surety's Corporate Seal manually affixed unless facsimile seal is authorized.
7. The date of execution of the Power of Attorney is the same as the date shown on the signature line for the Surety Attorney-In-Fact.
8. If Bond is backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.

(Exhibit 9)
LABOR AND MATERIALS PAYMENT BOND

(Bond No. _____)

**NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER
CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.**

BY THIS BOND, We _____
_____ (Name, Address and Phone
Number), as Principal (Contractor), and _____
_____ (Name, Address and Phone
Number) a corporation, as Surety, are bound to the Florida Department of Highway Safety and Motor Vehicles, 2900 Apalachee
Parkway, Tallahassee, FL 32399-0500 (Address and Phone Number)
herein called Owner, in the sum of \$ _____ for payment of which we bind ourselves, our heirs, administrators,
personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has by written agreement, dated _____ entered into a contract with the Owner for a new Florida
Highway Patrol Test Track Facility, 85 Academy Drive, Havana, FL 32333 (Project Description,
Legal Description or Street Address), Financial Project Number 99991030027, hereinafter referred to as the Contract.

CONDITIONS OF THIS BOND ARE AS FOLLOWS:

- A. Contractor shall promptly make all payments owing when due to all persons who are defined in Section 713.01, Florida Statutes, who furnish labor, services, or materials for the prosecution of the work provided for in the Contract Documents.
- B. Each said claimant shall have a right of action against the Contractor and Surety for the amount due him or her, including unpaid finance charges due under the claimant's contract. No such action shall subject the Owner to any cost, expense, loss, or damage, and Contractor shall promptly pay Owner for the full measure of all cost, expense, loss, damage, and attorney fees sustained by Owner as a result of any default by Contractor under the contract.
- C. Pursuant to Section 255.05, Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he or she intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his or her labor, materials, or supplies shall deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials, or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with s. 713.18. An action, except for an action exclusively for recovery of retainage, must be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond within 1 year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the contractor or the surety within 1 year after the performance of the labor or completion of delivery of the materials or supplies, or within 90 days after receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the contractor or surety, whichever comes last. The time periods for service of a notice of nonpayment or for bringing an action against a contractor or a surety shall be measured from the last day of furnishing labor, services, or materials by the claimant and shall not be measured by other standards, such as a issuance of a certificate of occupancy or the issuance of a certificate of substantial completion. If a claimant is no longer furnishing labor, services, or materials on a project, a contractor or the contractor's agent or attorney may elect to shorten the prescribed time in accordance with Section 255.05(2)(a)1, Florida Statutes. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
- D. An action against the Surety or the Contractor or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
- E. The amount of this Bond shall be changed only to the extent that the contract sum is changed in accord with applicable provisions of the Contract Agreement.
- F. Neither any change in or under the Contract Documents, nor any compliance or noncompliance with any formalities provided in the contract of the change shall relieve the Surety of its obligations under this Bond.

(Exhibit 9)
LABOR AND MATERIALS PAYMENT BOND

(Bond No. _____)

IN WITNESS WHEREOF, Principal and Surety have executed these presents and the Surety has affixed its seal, this
_____ day of _____, 20_____.

NOTE: BY SIGNATURE THE ATTORNEY-IN-FACT FOR THE SURETY ATTESTS THAT SAID SURETY COMPLIES WITH ALL PROVISIONS CONTAINED IN THE NON-TECHNICAL SPECIFICATIONS.

CONTRACTOR: _____ Date: _____

Authorized Signature: _____

Print Name & Title: _____

NAME OF SURETY: _____ Date: _____

Signature (Attorney-in-Fact): _____ (Affix Seal)

Signature of Florida Licensed Agent: _____

Print Full Name, Address and Telephone No. _____

CONTRACTOR SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE IMPROVEMENT IS LOCATED PRIOR TO COMMENCING THE WORK IN ACCORDANCE WITH SECTION 255.05(1)(a), FLORIDA STATUTE.

NOTES CONCERNING SURETY AND EXECUTION:

A. SURETY COMPANY REQUIREMENTS

To be acceptable to the Owner, the Surety shall comply with all of the requirements of Non-Technical Specifications, Section A, Instructions to the Bidders.

B. EXECUTION OF BOND

- 1. Enter the Surety's name and address on each copy of the Bond in the space provided.
2. Have each copy of the Bond signed by the same person that signed the Contract Agreement on behalf of the Contractor (affix Corporate Seal, if appropriate).
3. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety. Put the date the signature was affixed in the space provided. Print that person's name in the place provided on each copy of the Bond. Also, have the Surety's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
4. Have each copy of the Bond signed by a Florida Licensed Agent (Reference Sections 624.425 and 624.426, Florida Statutes). Print that person's name, address and phone number in the place provided on each copy of the Bond. This may be the same person indicated in B.3 above, if this person is a Florida Licensed Agent and is also authorized to sign on behalf of the Surety as Attorney-In-Fact.
5. Each copy of the Bond must have a Power of Attorney attached indicating that the person in item B.3 above is authorized to sign on behalf of the Surety.
6. Each copy of the Power of Attorney must have the Surety's Corporate Seal manually affixed unless facsimile seal is authorized.
7. The date of execution of the Power of Attorney is the same as the date shown on the signature line for the Surety Attorney-In-Fact.
8. If Bond is backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.

(Exhibit 10)

Financial Project Number 99991030027
Florida Highway Patrol Test Track Facility

STATE OF FLORIDA

BEING CONSTRUCTED BY:
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

RON DESANTIS
GOVERNOR

Dave Kerner
EXECUTIVE DIRECTOR

(Florida Department of Transportation, District Three)

(Name of Contractor)

(1074 Highway 90, Chipley, FL 32428)

(Address of Contractor)

(Exhibit 11)

CONTRACTOR'S EXPERIENCE QUESTIONNAIRE AND FINANCIAL STATEMENT

The information listed in the Experience Questionnaire and Contractor's Financial Statement Forms is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

The bidder is required to complete all the attached forms. If the bidder is a Joint Venture, then each Corporation, Partnership, or Individual that is a party to the Joint Venture must individually complete each form.

All references to "fiscal year" in this questionnaire will mean the fiscal year of the bidder filing this form.

PAGE 2 OF 9:

Project Title - Indicate title of project as shown in the specifications.

Location - Project location as shown in the specifications.

Trades or Trades Being Proposed – Enter the appropriate code number(s) from the list below which represent the trade(s) for which you are qualified to bid:

<u>Trade</u>	<u>Code Number</u>
Grading	1
Earthwork	2
Drainage	3
Asphalt Paving	4
Other	5

PAGES 3 & 4 OF 9:

Complete in accordance with form.

PAGE 5 OF 9:

Section 53 - Under "c", list previous business name or names and the number of years you have done business under these names within the past 10 years.

PAGE 6 OF 9:

Section 54 - From your present payroll indicate the number of individuals in each category in the "Current" column. Estimate the maximum and minimum number of employees over the previous 3 fiscal years in each category.

PAGES 7 & 8 OF 9:

Complete in accordance with form.

PAGE 9 OF 9

- 1) In Section 62, Column C insert "S" if a subcontractor or "P" if a prime-contractor. The balance of this section is to be completed in accordance with form.
- 2) Billings for 3 fiscal years - insert year and amount.
- 3) Work in Progress at the end of the past 3 fiscal years - same as above.

(Exhibit 11)
**CONTRACTOR’S EXPERIENCE QUESTIONNAIRE
 AND FINANCIAL STATEMENT**

Project Name: _____

Project Location: _____

Insert code number of trade or trades for which you are qualified to bid on the basis of previous experience in accordance with attached detailed instructions, each on the respective line shown below:

1. _____

2. _____

3. Is your organization currently pre-qualified with any governmental agency? _____

If so, please list. _____

4. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? _____

If so, please list and describe: _____

5. Submitted by: _____ Date: _____

Address: _____

6. Check appropriate box:

- A Corporation
 A Co-Partnership
 An Individual
 A Joint Venture

The Contractor acknowledges that this Experience Questionnaire and Financial Statement is made for the express purpose of inducing the Owner to whom it is submitted to award a contract to the contractor, and further the Contractor acknowledges that the agency may at its discretion, by means which the Owner may choose, determine the truth and accuracy of all statements made by the Contractor herein.

(Exhibit 11)

SECTION "A" - FINANCIAL STATEMENT

As of _____ (Date)

ASSETS

7. CASH* \$ _____

ACCOUNTS RECEIVABLE

8. From Government Contracts Completed _____

9. From Non-Government Contracts Completed _____

10. Claims included in 8 and 9 not yet approved or in litigation \$ _____

11. From Government Contracts in Process _____

12. From Non-Government Contracts in Process _____

13. Claims included in 11 and 12 not yet approved or in litigation _____

14. Retainage included in 11 and 12 _____

15. Other** (list) _____

NOTES RECEIVABLE

16. Due within 90 days** _____

17. Due after 90 days** _____

INVESTMENTS

18. Listed securities - present market value _____

19. Unlisted securities - present value _____

BID DEPOSITS

20. Recoverable within 90 days _____

21. Recoverable after 90 days _____

ACCRUED INTEREST

22. Receivable on notes _____

23. Receivable on Investments _____

24. Other (list) _____

25. REAL ESTATE (Book Value or Market, whichever is less) _____

26. INVENTORIES (Not included in receivable billing & at present value) _____

27. EQUIPMENT-NET BOOK VALUE
(Supply list by cost, depreciation, net book value) _____

OTHER ASSETS

28. Contract Costs in excess of Billings \$ _____

29. Cash Surrender Value of Life Insurance _____

30. Receivables from Officers and Employees _____

(Exhibit 11)
SECTION "A" - FINANCIAL STATEMENT

31. Other (list) _____

32. TOTAL ASSETS \$ _____
*Do not include deposits for bids or other Guarantees
**Do not include receivables from officers and employees

ACCOUNTS PAYABLE

33. Due within 1 year _____
34. Due after 1 year _____

NOTES PAYABLE

35. Due within 1 year _____
36. Due after 1 year _____
37. Officers and Employees _____

38. TAXES PAYABLE _____

39. ACCRUED AND ACTUAL PAYROLL PAYABLE _____

40. MORTGAGES PAYABLE _____

OTHER LIABILITIES

41. Federal Income Tax Provision _____
42. Deferred Income _____
43. Other (list) _____

NET WORTH

44. (If individual proprietorship or partnership) _____

CAPITAL STOCK

45. Common Issued and Outstanding _____
46. Preferred Issued and Outstanding _____
47. Treasury Stock \$ _____

CAPITAL SURPLUS

48. Earned Surplus Prior Years _____
49. Earned Surplus Current Year _____

50. TOTAL LIABILITIES AND NET WORTH \$ _____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

51. Dated this _____ day of _____, YR _____.

Name of Organization

By: _____
Signature/Title

(Exhibit 11)

SECTION 'B' - EXPERIENCE QUESTIONNAIRE

52. If a Corporation, answer this:

Date of incorporation_____

In what State_____

If a Partnership or Individual Proprietorship, answer this:

Date of organization_____

If a partnership, state whether partnership is general, limited association _____

Name of Officers:

President_____

Vice President_____

Vice President_____

Secretary_____

Treasurer_____

Name and Address of Partners:

53. a. How many years has your organization been in the construction business?

b. How many years under your present business name?

c. How many years under previous business name? (List other names)

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES

EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

(Exhibit 11)

NUMBER OF FULL TIME PERSONNEL WITHIN YOUR ORGANIZATION

- 54. a. Clerical Personnel _____
- b. Engineers & Architects _____
- c. Supervisors, Foremen, or Superintendents _____
- d. Skilled Employees including Technicians _____
- e. Unskilled Employees _____
- f. Estimators _____
- g. Total number of full time personnel _____

55. WHAT IS THE CONSTRUCTION EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR ORGANIZATION? (Asterisk any personnel likely to be assigned to project being bid.)

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
---------------------	-------	--	-----------------------------------

56. SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
------------------------------	-------	--	-----------------------------------

57. Within the previous 3 fiscal years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

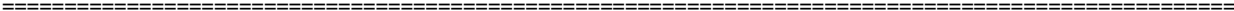
58. Within the previous 3 fiscal years has your organization been involved in litigation? _____. If so, please list and explain nature and current status.

(Exhibit 11)

NUMBER OF FULL TIME PERSONNEL WITHIN YOUR ORGANIZATION

59. List all contracts completed by your organization in the previous 3 fiscal years. (If more than 10, list the 10 most recently completed.

NAME OF OWNER	(A) NAME, LOCATION & DESCRIPTION OF PROJECT	(B) TYPE OF WORK	NAME OF DESIGN ENGINEER	(C) ORIGINAL CONTRACT PRICE	COMPLETION DATES:		
				(D) FINAL CONTRACT PRICE	(E) ORIG.	(F) REVISED	(G) ACTUAL



(Exhibit 11)

NUMBER OF FULL TIME PERSONNEL WITHIN YOUR ORGANIZATION

With reference to all contracts completed by your organization in the previous fiscal years, as listed on Exhibit 3, Page 7 of 9, Item #59, answer the following questions:

60. Explain differences in original contract price and in completion dates, if any.

61. Were there any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed against your organization? If so, list the name and location of the project, as shown in Column A, explain.

(Exhibit 11)

STATUS OF UNCOMPLETED CONTRACTS

As of: _____ (date)

62. Give full information about all of your present contracts. In Column C insert "S" if a subcontractor or "P" if a prime contractor, whether in progress or awarded but not yet begun; and regardless of with whom contracted.

A Project Description Location & Owner	B Design Engineer	C Total Amount of Your Contract (Or Subcontract)	D Amount In Column C Sublet To Others	E Uncompleted Amount of Contract
Total				

COMPLETE THE FOLLOWING:

Net Total Billings for Previous 3 Fiscal years:

Average Backlog for Previous 3 Fiscal Years: (Estimated total value of uncompleted work on outstanding contract)

YR _____ \$ _____

YR _____ \$ _____

YR _____ \$ _____

YR _____ \$ _____

YR _____ \$ _____

YR _____ \$ _____

STATE OF FLORIDA - DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

**MINORITY BUSINESS ENTERPRISES (MBE)
PAYMENT CERTIFICATION**

This is to certify that _____
MBE Subcontractor / Subconsultant

received a progress payment of \$ _____ on _____ (date)
from _____ (Prime Contractor)

for labor and/or materials used on: Contract Number _____
Financial Project Number _____
County _____

Signed by Official of Prime Contractor / Consultant: _____
Date: _____ Typed or Printed Name _____
Title _____

Total dollars committed to MBE Subcontractor / Subconsultant	\$ _____
Total paid this month	\$ _____
Total previously paid	\$ _____
Total paid to date	\$ _____

Signed by Official of MBE Subcontractor / Subconsultant: _____
Date: _____ Typed or Printed Name _____
Title _____

NOTE: Contractor / Consultant shall include the MBE Payment Certification Form with each pay request submitted and must be signed by both the MBE Subcontractor / Subconsultant and the Prime Contractor / Consultant.

Distribution: 1) Owner's Project Manager
2) FDOT Project Manager

State of Florida Department of Highway Safety and Motor Vehicles
BID BLANK
STATE JOB

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

FINANCIAL PROJECT NO(S): 99991030027

FACILITY NAME: Florida Highway Patrol Test Track Facility

This project is let under the authority of Chapter 255, F.S.

CONTRACT NO.: E3XX1

DATE BIDS DUE: _____

CONTRACT CALENDAR DAYS 375

DATE OF AWARD: _____

TOTAL AMOUNT:

DATE OF CONTRACT

\$ _____

EXECUTION: _____

APPROPRIATION CATEGORY: _____



PROPOSAL

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

FOR ABOVE PROJECT(S)

Florida Highway Patrol Test Track Facility

in Gadsden County(ies)

NOTE: All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
CONTRACT AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
(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 _____, to represent _____
(If applicable, otherwise N/A) (Surety Co.)
of _____ a company authorized to make surety bonds under the laws of the
State of Florida. (City and State)

_____ further certifies that as Attorney-in-Fact
(Attorney-In Fact for Surety Co.)
for the said _____ has signed the attached bond in the sum of
\$ _____ on behalf of _____
(Surety Co.) (Contractor)
covering Financial Project No.(s) 99991030027 ;
Florida Highway Patrol Test Track Facility ;
Contract No.(s) E3XX1 ; in Gadsden County(ies), Florida.

Said _____ further certifies that the premium on the
said bond is _____, which will be paid in full direct to him/her as
Attorney-in-Fact, and included in his/her regular accounts to the said _____
(Surety)
and that he/she will receive a regular commission of _____ 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:
_____ per cent to _____,
(If applicable, otherwise N/A) (N/A, if not applicable)
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Agent or Attorney-in-Fact

Sworn to and subscribed before me this _____ day of _____, _____ by
_____. He/She is personally known to me or has produced
(name of affiant)
_____ as identification.
(type of identification)

(Notary Signature) (Notary's printed name) My commission expires
Notary Public State of _____

COUNTERSIGNED (If applicable):

Florida Licensed Insurance Agent

State of Florida Department of Highway Safety and Motor Vehicles
CONTRACT

This Contract, is entered into between the State of Florida Department of Highway Safety and Motor Vehicles, hereinafter called the Department, and

of _____, 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, 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:

Florida Highway Patrol Test Track Facility

in Gadsden County(ies), a distance of approximately _____

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

Financial Project No(s): 99991030027 Contract No. E3XX1

Complete the following as appropriate

Entity Name: _____	(Seal)
Authorized Signature: _____	Name & Title (Print): _____
*Signature: _____	Name & Title (Print): _____

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

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

Department Attorney Date

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 HIGHWAY SAFETY AND MOTOR VEHICLES

By: _____ Date: _____



PROPOSAL OF

(Bidder's Firm Name) (Prequalified Name, if Applicable)

(Proposing Firm's Physical Address -- City -- State -- Zip)

F.E.I.D. No. _____ Telephone No. (____) _____ FAX No. (____) _____

Email Address: _____

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s). or building(s) _____

in _____ County(ies),

_____ approximately _____

in length, and known as Federal Aid Project No(s): _____

Contract No.: _____ Financial Project No(s): _____

TO THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Submitted _____

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:

Was an addendum issued on this project?

Yes No

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.			
Addendum No.	Dated	Addendum No.	Dated

The Bidder agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within _____ calendar days, 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 _____ calendar days. It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be either (1) the _____ calendar day from the date of issuance of the initial notice to begin work or (2) the date on which the Bidder actually begins work, whichever date is the earlier. The Bidder further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the Contract price of the work as indicated by the approximate quantities shown herein.

The Bidder further agree(s) to bear the full cost of maintaining all work until final acceptance, as provided in the Contract. The Florida Department of Highway Safety and Motor Vehicles 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 112.313, Florida Statutes. The Bidder, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item place 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.

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 as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____

(ATTACH SEPARATE SHEET IF NECESSARY)

TOTAL: \$ _____

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

Job No(s):

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, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 287.133, Florida Statutes, the Bidder has fully informed the Florida Department of Highway Safety and Motor Vehicles in writing of all convictions of the firm, its affiliates (as defined in Section 287.133(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; and
 - (d) 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 Highway Safety and Motor Vehicles.
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 on page 4 of 4 or by attached separate sheet.

EXCEPTIONS:

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.

<p>CORPORATION:</p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p>(Affix Corporate Seal)</p>	<p>INDIVIDUAL OR FIRM TRADING AS:</p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">Individual or Owner</p> <p>_____</p> <p style="text-align: center;">Print Name</p>
<p>PARTNERSHIP</p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">General Partner (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p>Signature: _____</p> <p style="text-align: center;">General Partner (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p>	<p>JOINT VENTURE:</p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">Attorney-in-Fact</p> <p>_____</p> <p style="text-align: center;">Print Name</p>
<p>LIMITED LIABILITY COMPANY:</p> <p>_____</p> <p style="text-align: center;">Contractor</p> <p>Signature: _____</p> <p style="text-align: center;">Manager or Member (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p>	<p>CONTRACTOR: _____ (Seal)</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p> <p>CONTRACTOR: _____ (Seal)</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p> <p>CONTRACTOR: _____ (Seal)</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p>

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

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

ATTACH BID BOND

Job No(s):