

(Exhibit 1)  
**State of Florida**  
**DEPARTMENT OF TRANSPORTATION**  
**INVITATION TO BID**

Sealed bids will be received and publicly opened and read aloud by the Florida Department of Transportation (hereinafter referred to as Owner) at the following date, location, and local time: **10:00am (local time), THURSDAY, FEBRUARY 1, 2018, AT THE FRONT DESK, of the Florida Department of Transportation, District Five Office, 719 South Woodland Blvd., Deland, Florida 32720. Bids will be publicly opened and read aloud shortly after the 10:00am deadline. Mailed or Overnight bids should be labeled "SEALED BID – ATTENTION DEE ZINCK, FCO COORDINATOR".**

**FINANCIAL PROJECT NO.:** 440463-1-72-01 **CONTRACT NO.:** E-5L28

**PROJECT NAME:** OVIEDO OPERATIONS COMPLEX – ROOF REFINISHING

**PROJECT LOCATION:** 2400 CAMP ROAD, OVIEDO, FL 32765

**PROJECT DESCRIPTION:** Refinish five metal roofs at the Oviedo Operations Complex

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

**A PRE-BID MEETING WILL BE HELD AT THE FOLLOWING LOCATION, DATE AND LOCAL TIME:**  
**THURSDAY, JANUARY 18, 2018, 10:00AM, AT THE FDOT – OVIDEO OPERATIONS COMPLEX, 2400 CAMP ROAD, OVIEDO, FL 32765.**

Owner representatives will be present to discuss plans, specifications, and conditions of the project. The Owner's Project Manager is: **Dee Zinck** and may be reached at: **386-943-5512, [dee.zinck@dot.state.fl.us](mailto:dee.zinck@dot.state.fl.us)** or **David M. Clark** at: **386-943-5007, [david.m.clark@dot.state.fl.us](mailto:david.m.clark@dot.state.fl.us)**.

*NOTE: Any contractor who fails to attend a mandatory pre-bid meeting will not be eligible to bid on the project. All bidders must be present and signed in prior to the start of the mandatory Pre-Bid Meeting. Anyone not signed in at the commencement of the meeting will be considered late and will not be allowed to bid on the project.*

**PLANS AND SPECIFICATIONS:** Request for Plans and Specifications must be submitted on the Departments Fax Request Form and is available at the District Contracts Web-Site  
<http://www.dot.state.fl.us/contractsadministrationdistrict5/FCO/FCOContracts.shtm>  
 or by contacting, the District Contracts Office, at (386) 943-5000.

**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.

**BID PROPOSAL:** Bids must be submitted in full accordance with the requirements of the Drawings, Specifications, Bidding Conditions, and Contractual Conditions, which may be examined and obtained from: (who, when, where, and phone)

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

(Exhibit 1)  
**INVITATION TO BID**

**PREQUALIFICATION:** Each bidder shall submit a current license issued by the State of Florida (Certified Roofing Contractor's License) and, if a Florida Corporation, a copy of the Corporate Charter as prequalification of their eligibility with the bid document to the Department of Transportation, Contracts Administration Office:

(Project specific location) 2400 Camp Road, Oviedo, Florida 32765.

The bid will be rejected if a copy of the Contractor's License is not included either with the bid or provided to the Owner prior to the Letting. After the bid opening, the lowest responsive bidder shall qualify in accordance with this contract document.

**BID BOND:** If the bid amount exceeds \$100,000, the bidder must provide with the bid, a Bid Guaranty of five percent (5%) of the actual total bid in the form of a certified check, cashier's check, treasurer's check, bank draft of any national or state bank, or a surety Bid Bond made payable to the Department of Transportation. A Bid Guaranty in an amount less than five percent (5%) of the actual bid will invalidate the bid. Bid Bonds shall conform to the Departments Bid/Proposal Bond Form furnished with the proposal package.

**PERFORMANCE BOND and LABOR AND MATERIALS PAYMENT BOND:** If the contract award amount exceeds \$100,000, both a Performance Bond and a Labor and Material Payment Bond of 100% each of the contract sum are required at the time of award.

**BID POSTING / CONTRACT AWARD:** The Bid Tabulation and Notice of Award Recommendation will be posted at the following:  
**THURSDAY, FEBRUARY 1, 2018, AT 2:00 PM, IN THE MAIN LOBBY AREA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 ADMINISTRATION OFFICE, LOCATED AT 719 S. WOODLAND BLVD., DELAND, FL. 32720.**

In the event the Bid Tabulation and Notice of Award Recommendation cannot be posted in this manner, all bidders will be notified by certified United States Mail, return receipt requested, express or fax delivery, receipt requested. If no protest is filed the Owner will award the contract to the qualified, responsive low bidder. The Owner reserves the right to reject any or all bids.

**BID SOLICITATION/AWARD/NON-AWARD PROTEST RIGHTS:** Any person adversely affected by this Bid Solicitation shall file a notice of protest within 72 hours of receipt of the bid 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 bids shall file a notice of protest within 72 hours after the posting of the Summary of Bids (bid tabulation). 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 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 Clerk of Agency Proceedings, Office of General Counsel, 605 Suwannee Street, Room 550, MS-58, Tallahassee, Florida, 32399-0450. 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 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.

**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, 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

\_\_\_\_\_  
Fixed Capital Outlay Coordinator

(Exhibit 2)  
**BID PROPOSAL**

Bidder's Firm Name: \_\_\_\_\_

FEID #: \_\_\_\_\_ Telephone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

for construction or renovation of the following building project:

Financial Project Number: 440463-1-72-01

Project Name: OVIEDO OPERATIONS COMPLEX – REFINISHING ROOF

Project Location: 2400 CAMP ROAD, OVIEDO, FL. 32765

County: SEMINOLE Date Submitted: \_\_\_\_\_ Yr. \_\_\_\_\_

**TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**

The Bidder hereby declares that no person or persons, firm, or corporation, other than the Bidder, is interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and have carefully and to our full satisfaction examined the drawings, specifications (Technical and Non-Technical), and all other related contract documents, made a full examination of the location of the proposed work and the sources of supply of materials, 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 Plans and Specifications, and all requirements of the Owner, within the time limit specified in contract documents.

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

Addendum No.	Dated	Initial	Addendum No.	Dated	Initial

Base Bid: \_\_\_\_\_ (Dollars), \$

With foregoing as a Base Bid, the following costs of alternate proposals, if any, are submitted in accordance with the drawings and specifications.

Alternate #	Description of Alternate	Indicate: ADD or DELETE	Amount (\$)
	Administration Building (5)	ADD	
	Construction Building (4)	ADD	
	Shop (3)	ADD	
	Warehouse/Training Building (2)	ADD	
	Crew Building (1)	ADD	

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(Exhibit 2)  
**BID PROPOSAL**

The Bidder hereby agrees to perform all necessary work, as provided for in the Contract Documents, and if awarded the contract to execute the Contract Agreement within 10 calendar days 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 60 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 first calendar day from the date of issuance of the initial notice to begin work or (2) the date on which the Contractor actually begins work, whichever date is earlier.

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

If the total amount of this bid exceeds \$100,000 a bid guaranty of five percent (5%) of the bid, payable to the Owner, must accompany this proposal. The said guaranty is to be returned to the Bidder upon delivery of a satisfactory bond. Owner 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 Owner pursuant to Section 334.195, Florida Statutes.

In the event the contract is awarded to this Bidder, the Bidder will enter into a formal written agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to the Bidder. If the contract sum exceeds \$100,000 the Bidder will also furnish the Owner a Contract Performance Bond and a Labor and Materials Payment Bond with sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidders default or breach of any of the terms of this proposal, the said bid deposit shall be forfeited as liquidated damages. Base bids plus the sum of all additive alternates, if any, on contracts \$100,000 or less are not required to have a Bid Guaranty, Performance Bond, or a Labor and Materials Payment Bond.

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

The Bidder hereby certifies that if electronic bidding has been used, that the substituted unit price sheets attached hereto have been prepared by the Bidder and the substituted are accurate reproductions generated from the latest diskette provided by the Owner for this project. If any errors have been made by the Bidder in preparing the substituted sheets, the Bidder hereby consents that such errors will be applied by the Owner in the manner most beneficial to the Owner.

The Bidder hereby certifies and obligates its firm as "Principal (Bidder)" to the attached Bid Bond, as if and to the same effect as if the Bidder had affixed its signature thereon.

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:

- A. 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.
- B. Neither the price(s) nor the amount of this bid has 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.
- C. 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 to submit any intentionally high or non-competitive bid or other form of complementary bid.
- D. 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.
- E. 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.
- F. 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.

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(Exhibit 2)  
**BID PROPOSAL**

- G. The Bidder 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 has 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.
- H. The Bidder has fully informed the Owner in writing of all convictions of the firm, its affiliates, 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.
- I. 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:
  - 1. 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.
  - 2. has within a 3-year period preceding this certification been convicted of or had a civil judgment rendered against them for; a) 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; b) violation of federal or state antitrust statutes; or c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. 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 subparagraph 2 of this certification.
  - 4. has within a 3-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
- J. 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 Owner.
- K. 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.
- L. Where the Bidder is unable to declare or certify as to any of the statements contained in this Proposal, the Bidder has provided an explanation in the "Exceptions" portion 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.

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(Exhibit 2)  
**BID PROPOSAL**

**NOTE TO BIDDER:**

*For all bids exceeding \$100,000, a satisfactory Bid Guaranty of 5% (of the total bid amount) must be submitted along with the proposal or the bid will be declared non-responsive. The bid guaranty may be in the form of certified, cashier's or treasurer's check, bank draft or bid bond. Failure to fully complete and execute the proposal may also result in the bid being declared non-responsive (see Non-Technical Specifications, Section B-1 – Execution of Bid Proposal, Contract Agreement and Bonds).*

BIDDER:  
\_\_\_\_\_

AUTHORIZED SIGNATURE:  
\_\_\_\_\_

PRINT NAME & TITLE:  
\_\_\_\_\_

(If applicable, Affix Seal)

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ATTEST:  
\_\_\_\_\_

PRINT NAME & TITLE / OR NOTARY:  
\_\_\_\_\_

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(Exhibit 3)  
**CONTRACT AGREEMENT**  
(Between Owner and Contractor)

**THIS CONTRACT AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ YR \_\_\_\_\_, between the State of Florida Department of Transportation, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the **CONTRACTOR**.

WITNESSETH: That the Contractor or its successors, administrator, or assigns, hereinafter called the Contractor agrees with the Owner, 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 Agreement in the manner and to the full extent as set forth in the Contract Documents consisting of this Contract Agreement, Contractor's proposal, conditions of contract (general supplementary and other conditions), drawings, specifications, all addenda issued prior to execution of this Contract Agreement and all approved modifications issued subsequent thereto, and under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract Agreement as completely as if incorporated herein, and to the satisfaction of the duly authorized representatives of the Owner, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract Agreement. The Contractor shall also maintain such insurance as will protect the Owner 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 Owner and shall be subject to its approval for adequacy of protection.

It is agreed that the description and scope of work to be done under this contract is to construct or improve the following buildings/projects per the above statements:

**SCOPE OF SERVICE:**

The Scope of Services is attached hereto as Addendum A and incorporated herein.

in \_\_\_\_\_ County, and known as \_\_\_\_\_

In consideration of the foregoing premises, the Owner 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 the event of conflict in the provisions of said Contract Documents, the provisions of the Non-Technical Specifications and Addenda thereto shall control over the A1A Document, A-201 and Addenda, Technical Specifications and Addenda, as well as, the Plans and Addenda.

**IN WITNESS WHEREOF**, The Owner has hereunto caused these presents to be subscribed, and the Contractor has affixed its name or names, and seal as appropriate, the date aforesaid.

(Exhibit 3)  
**CONTRACT AGREEMENT**  
 (Between Owner and Contractor)

*NOTE TO BIDDER:*

*Failure to fully complete and execute this contract document and return to the Owner within 10 calendar days of receipt may result in the award being cancelled.*

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.

**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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**OWNER:**

SECRETARY, OR DESIGNEE SIGNATURE: \_\_\_\_\_

LEGAL REVIEW BY: \_\_\_\_\_



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(Exhibit 4)  
**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: \_\_\_\_\_

Financial Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**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: \_\_\_\_\_

(Exhibit 5)  
**CERTIFICATE OF INSURANCE**

Date: \_\_\_\_\_

This Certificate is issued at the request of: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

The following insurance policies of this company have been issued to: \_\_\_\_\_  
 \_\_\_\_\_ (INSURED) on the construction job designated below:

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

FINANCIAL PROJECT NUMBER: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

INSURANCE IN FORCE	MINIMUM LIMITS	LIMITS IN FORCE	NAME OF INSURANCE CARRIER	EFFECTIVE AND EXPIRATION DATE
Workers Compensation and Employer Liability Policy No. _____	STATUTORY			
Contractor's Commercial General Liability and Property Damage Policy No. _____ Liability: Bodily Injury/Property Damage	\$300,000 Combined Single Limit each occurrence			
Automobile Liability Policy No. _____ Liability: Bodily Injury/Property Damage	\$100,000 Combined Single Limit each occurrence			
Owner's and Contractor's Protective Liability Policy No. _____ Liability: Bodily Injury/Property Damage	\$300,000 Combined Single Limit each occurrence			
Builder's Risk Coverage Policy No. _____	Contract Value Completed Value Basis			

(Exhibit 5)  
**CERTIFICATE OF INSURANCE**

OTHER REQUIRED COVERAGES:

1. "XCU" (EXPLOSION, COLLAPSE, UNDERGROUND DAMAGE): The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are applicable.
2. CONTRACTUAL LIABILITY-WORK CONTRACTS: The Contractor's Liability Policy should include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.
3. INDEMNIFICATION RIDER: The Contractor's Liability Policy provides a "Hold Harmless" rider to cover the provisions of the Contractor's Insurance Section of the Non-Technical Specifications which is so noted on the Contractor's Certificate of Insurance.
4. BROAD FORM PROPERTY DAMAGE COVERAGE & COMPLETED OPERATIONS: The Contractor's Liability Coverage shall include Broad Form Property Damage Coverage and Completed Operations.
5. BINDERS: When binders are issued as interim coverage, it shall be the sole responsibility of the insurer to renew such binders as deemed necessary until such a time that the appropriate policy/policies are issued and copies of said policies delivered to the (Name of Contractor):\_\_\_\_\_.

It is hereby certified that the above listed required policies and other required coverages are in force and that the above listed policies protect the Owner and Contractor performing work under the contract for the construction job designated above, against all claims for damages for personal injury, including death, resulting from accidents and for damage to property, which may arise from operations under the contract whether such operations are by the Contractor or anyone directly employed by him in connection with the performance of the contract, but only to those limits of liability specified in pages one (1) and two (2) of this certificate.

In addition it is also hereby certified that the designated insurer will give notice by mail to the Owner's Project Manager, at least thirty (30) days prior to any material change in the provisions of or the cancellation of the above listed policies of insurance.

**NOTE: By signature, the Florida Licensed Agent attests that said Insurers are qualified and doing business in Florida.**

INSURER: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Authorized Florida Licensed Agent)

\_\_\_\_\_  
(Print Name of Authorized Florida Licensed Agent)

FEID Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

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(Exhibit 6)  
**CONTRACTOR'S INVOICE**

<b>Company Name:</b>	<b>Invoice Number:</b>
<b>Address:</b>	<b>Date:</b>
<b>Project Description:</b>	
<b>Location:</b>	
<b>Contract Number:</b>	
<b>Financial Project Number:</b>	
<b>Billing Period</b>	<b>From:                      To:</b>
<b>Original Contract Sum:</b>	
<b>Net Change by Change Orders:</b>	
<b>Contract Sum to Date:</b>	
<b>Amount Billed this Invoice:</b>	
<b>Retainage (10%):</b>	
<i>(See G703 for percent complete of each item)</i>	
<b>INVOICE TOTAL LESS RETAINAGE:</b>	

\_\_\_\_\_

**Contractor's Signature**

(Exhibit 7)

**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 7)

**CONTRACTOR'S AFFIDAVIT / CERTIFICATE OF CONTRACT COMPLETION**

FINANCIAL PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ DATE OF FINAL COMPLETION: \_\_\_\_\_

**CERTIFICATE OF ARCHITECT-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.

Architect-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 8)

**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 9)

**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: \_\_\_\_\_



(Exhibit 10)  
**LIST OF SUBCONTRACTORS**

**THIS LIST IS ATTACHED TO, AND IS AN INTEGRAL PART OF THE BID SUBMITTED BY:**

Date: \_\_\_\_\_

Bidder Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**FOR CONSTRUCTION OF:** \_\_\_\_\_

The undersigned, hereinafter called "Bidder", lists below the name of each subcontractor who will perform the phases of the work indicated. Failure of the Bidder to supply sufficient information to allow verification of the Corporate and Discipline License Status of the subcontractor may deem the bid 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 bid selection, order of acceptances, or rejection.)

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

**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

(Exhibit 11)

**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 Transportation, \_\_\_\_\_  
\_\_\_\_\_  
(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 \_\_\_\_\_  
\_\_\_\_\_  
(Project Description, Legal Description or Street Address),  
Financial Project Number \_\_\_\_\_,  
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 11)

**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 12)

**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 Transportation, \_\_\_\_\_  
\_\_\_\_\_ (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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Project Description, Legal Description or Street  
Address), Financial Project Number \_\_\_\_\_,  
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.

(Exhibit 12)

**LABOR AND MATERIALS PAYMENT BOND**  
**(Bond No. \_\_\_\_\_)**

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.

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 13)
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_, as Principal (Bidder), and \_\_\_\_\_ as Surety, are held and firmly bound unto the Florida Department of Transportation (hereinafter called the Owner), in the full and just sum of FIVE PERCENT (5%) of the actual bid total on the Bid Proposal, in lawful money of the United States of America, to be paid to the Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assignees, jointly and severally and firmly be these presents:

WHEREAS, the Principal is herewith submitting a bid to the State of Florida, Department of Transportation for constructing or otherwise improving a building(s) in \_\_\_\_\_ County, particularly known as \_\_\_\_\_, Financial Project No(s) \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall execute the Contract Agreement and give bond for the faithful performance thereof within ten (10) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Owner the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED, AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, YR \_\_\_\_\_

NAME OF SURETY: \_\_\_\_\_ (Affix Surety Seal)

By: \_\_\_\_\_ (Agent or Attorney-In-Fact)

Printed Name: \_\_\_\_\_

Address (City, State, Zip): \_\_\_\_\_

Telephone #: \_\_\_\_\_ FAX #: \_\_\_\_\_ FEID No.: \_\_\_\_\_

Countersigned: \_\_\_\_\_ Florida Licensed Agent)

Printed Name: \_\_\_\_\_

Address (City, State, Zip): \_\_\_\_\_

Telephone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

The following statement is to be completed regarding the Florida Licensed Agent: STATE OF FLORIDA COUNTY OF: \_\_\_\_\_

Before me, the above signed authority, personally appeared \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ (type of identification), identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Florida to represent \_\_\_\_\_ of \_\_\_\_\_ a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he/she has signed or countersigned the above bond on the Surety's behalf. Sworn, and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Signature: \_\_\_\_\_ Notary Public, State of Florida at Large

- NOTES:
1. The Bidder is not required to sign this document, as execution of the Bid Proposal specifically binds the principal bidder to the obligations arising from this document. Failure of the principal bidder to execute the Bid Proposal, or failure of the surety to execute this document, shall result in the bid being declared non-responsive.
2. Power of Attorney showing authority of Surety's Agent or Attorney-In-Fact must be furnished with this form. Affix Corporate Seal of Surety. No Bid Guaranty is required if the total amount of the bid is \$100,000 or less.

(Exhibit 14)

440463-1-72-01

**OVIEDO OPERATIONS ROOF REFINISHING**

**STATE OF FLORIDA**

BEING CONSTRUCTED BY:  
**DEPARTMENT OF TRANSPORTATION**

**RICK SCOTT**  
GOVERNOR

**MIKE DEW**  
SECRETARY

---

(Name of Architect-Engineer)

(Name of Contractor)

(Address of Architect-Engineer)

(Address of Contractor)

(Exhibit 15)

**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 Bid – 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>
Building Construction	1
Electrical	2
Elevator	3
Food Service	4
Heating, Ventilating & Air Conditioning	5
Laboratory Equipment	6
Landscaping	7
Plumbing	8
Power Plants (Boilers, Equipment & Piping)	9
Refrigeration	10
Roofing	11
Sanitary (Sewage Treatment Plants, Pumping Stations, etc.)	12
Other _____	13

**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 15)  
**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 15)

**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 15)  
**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 15)

**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 15)

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

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

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(Exhibit 15)

**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 Architect And/Or 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 TRANSPORTATION  
**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) District FCO Coordinator  
3) Central Procurement Office, Mail Station 20

**BID BLANK**  
**FIXED CAPITAL OUTLAY BUILDINGS**

Let by: District 5 - DeLand

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

**FINANCIAL PROJECT NO(S):** 440463-1-72-01

This project is let under the authority of Chapter 255.30, F.S.

**CONTRACT CALENDAR DAYS:** 60

**CONTRACT NO.:** E5L28

**DATE BIDS DUE:** 02/01/2018

**TOTAL AMOUNT: \$** \_\_\_\_\_

**DATE OF AWARD:** \_\_\_\_\_

**DATE OF CONTRACT**

**EXECUTION:** \_\_\_\_\_

**Appropriation FY:** 2018

**Appropriation Category:** 100777



**PROPOSAL**

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

**FOR ABOVE PROJECT(S)**

Refinish five metal roofs at the Oviedo Operations Complex

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in Seminole County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.