

Contract Number: -----

SCOPE OF SERVICES

EMERGENCY ROADSIDE ASSISTANCE SERVICES
DURING EVACUATIONS AND OTHER EVENTS

Interstate Corridor Contract

1.0 DESCRIPTION

The purpose of this Contract is to provide Emergency Roadside Assistance Services during evacuation events or other events as needed. Emergency Roadside Assistance Services must be provided in this order of priority:

1. Safely push, pull, or tow all disabled vehicles from the travel lanes and shoulders so that the disabled vehicles are not obstacles or hazards to the safe flow of traffic.
2. After relocating vehicles to a safe location, perform minor diagnostic service and repair of disabled vehicles to get the vehicle moving again.
3. If disabled vehicles cannot be re-mobilized within 15 minutes, transport disabled vehicles' occupants to a commercial establishment at the next/nearest Interstate exit.

This is a Performance-Based Contract to provide Emergency Roadside Assistance Services for the Interstate ____ bound corridor from Mile Marker ____ to Mile Marker ____.

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

Provide all personnel, labor, supervision, expertise, vehicles, equipment, materials, parts, licenses, certifications, supplies and incidentals necessary to complete the services described in this Contract. All services performed under this Contract shall be conducted in accordance with all applicable federal, state, and local laws.

Perform all Emergency Roadside Assistance Services under this Contract in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and any Specifications detailed in this scope and Design Standards.

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

The Contractor is required to perform with its own organization work amounting to not less than 30% of each Task Work Order total amount.

The Contractor shall provide a letter to the Department at the time of bid, from a surety authorized to do business in the State of Florida verifying the Contractor is bondable in the State of Florida. For the purposes of this Contract the dollar amount is established at **\$250,000.00**.

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

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

1.1 Task Work Orders

The Department will authorize Contractor services on an as-needed basis. Task Work Orders may be issued by the Department as necessary. For each Task Work Order the Department will prepare an estimate of work and price based on the rates established in the Contract Schedule of Items. Once an acceptable Maximum Limiting Amount has been established by the Department, a Task Work Order will be issued. Services to be provided must be initiated and completed by the Contractor as directed by the Department.

1.2 Media Interaction

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

1.3 Definitions

The following capitalized terms, when used in this Contract, shall have the meaning set forth below:

- A. **District Emergency Operations Center (EOC)** means a building or room located within the District where emergency response command operations occur.
- B. **Emergency Assistance Vehicle (EAV)** means a properly equipped truck capable of towing, pulling, or pushing disabled vehicles and storing and transporting supplies and equipment to perform Emergency Roadside Assistance Services. When this term is used in this contract it may refer to the actual vehicle or any of the operators or personnel associated with the vehicle.
- C. **Emergency Roadside Assistance Services** means relocating disabled vehicles to a safe location off the travel lanes; providing fuel, changing tires, and performing other minor vehicle repairs to restore the disabled vehicle for travel; and providing transportation of disabled vehicles' occupants whose vehicle cannot be readily restored for travel.

- D. **Event Duration** means the total number of hours beginning at the time that the EAVs are required to arrive at their staging locations and ending when the Department directs services to be discontinued. An estimated Event Duration is calculated for each Task Work Order.
- E. **FHP** means the Florida Highway Patrol. FHP is not a part of the requirements of this contract. FHP may be contacted for assistance when needed.
- F. **Law Enforcement Officer (LEO)** means a sworn officer with vehicle that may be staged at defined locations or patrolling along the service corridor. LEOs are not a part of the requirements of this contract. LEOs may be contacted for assistance when needed.
- G. **Response Time** means the amount of time it takes for an EAV to arrive at a motorist's location after becoming aware that the motorist needs assistance.
- H. **Road Ranger** means an individual or unit contracted with the Department that patrols specifically defined locations on Florida's State Highway System to aid in incident response, quick clearance, motorist safety, and providing assistance to motorist(s) who are in need.
- I. **Shoulder Use for Emergency Evacuation (SUEE) Plans** means a set of plans developed by the Department that shows the start and end points of SUEE, the staging locations of LEOs, and possible staging locations of EAVs. The SUEE Plans are for reference only and are subject to change.
- J. **Support Vehicle** means a vehicle used to resupply and service EAVs; a vehicle used to transport disabled vehicles' occupants such as a van, small bus, or other form of transportation; and any other vehicle used in conjunction with EAVs to help accomplish the services.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

2.1 Field Operations and Administrative Duties

Provide all equipment, labor and materials necessary to perform the following listed services in accordance with all applicable federal, state and local rules, regulations and laws.

- A. Within 30 days of award of this contract, provide initial staging locations of EAVs and minimum number of EAVs that will be provided when mobilization is complete and services are to begin.
- B. Attend planning meetings and submit reports as requested by the Department.
- C. Upon Department issuance of a Task Work Order to activate services, deploy EAVs and support vehicles and arrive at staging locations by the Department designated date and time. The Department will pay for one mobilization, per the Schedule of Items, each time a Task Work Order is issued.
- D. Perform Emergency Roadside Assistance Services under the supervision of a superintendent. During operations and depending upon the situation, the Department will require the superintendent to either:
 - o Be physically located at the EOC or other Department-designated location; or

- Be available immediately via phone and capable of reporting in person to a Department designated location within forty five (45) minutes of notification to correct any issues that may arise.
- E. Provide instantaneous and reliable communication between the superintendent, EAVs, Support Vehicles, LEOs, FHP, and the Department. Coordinate with LEOs, FHP, the Department, and other state agencies. In some cases, other Emergency Roadside Assistance Service contractors, Road Rangers, and other contracted or Department personnel may be present and performing similar tasks required by this Contract within the same areas. Presence of any of these other entities does not alleviate any of the duties and responsibilities of this Contract; coordinate with these other entities as appropriate and effective.
- F. In addition to other forms of reliable communications, equip each EAV with a smartphone capable of accessing the internet; running emergency, mapping, and/or traffic applications; e-mailing; and making/receiving phone calls.
- G. Maintain and keep in operation and on stand-by the number of EAVs, Support Vehicles, and personnel to meet the Response Time requirements for each disabled vehicle and provide nonstop Emergency Roadside Assistance Services 24 hours per day, 7 days per week until released by the Department at the end of the Event Duration. The Event Duration will be determined by the Department, depending upon the severity of the event as it unfolds. While assisting one disabled motorist, others may simultaneously need assistance, especially when traffic is heavy and moving slowly; thus, EAV coordination and rapid mobilization of additional EAVs will be required to meet Response Time requirements.
- H. EAVs must move (push, pull, or tow) disabled vehicles, with the least delay practicable, to a safe area on the side of the road, using all appropriate safety precautions. Do not damage vehicles when moving them. If a vehicle must be moved, give disabled vehicles' drivers a copy of the following three statutes:
- F.S. 316.065 (when driver must give notice of crash);
 - F.S. 316.061 (when driver must remain at the scene of a crash, driver must move vehicle involved in a crash out of traffic, and the Department and their authorized agents have authority to move damaged vehicles); and
 - F.S. 316.071 (driver must move disabled vehicle or allow EAV to help move if obstructing flow of traffic).
- If, after providing the statutes listed above, a motorist refuses to allow a disabled or damaged vehicle to be moved, or if a vehicle impeding traffic appears abandoned, contact FHP for assistance. Remain on the scene until FHP or Road Rangers arrive and indicate services are no longer needed.
- I. EAVs must assist motorists with at least two gallons of fuel, flat tires, dead batteries, mechanical failures and other vehicle repairs that can be remedied within 15 minutes.
- J. Transport motorists from disabled vehicles that cannot be timely remobilized to a commercial establishment at the next or nearest exit. Transported motorists may be dropped off at a Rest Area if the motorists prefer and if it is closer than a commercial establishment. Transport may be accomplished with EAVs, if room allows, or with other safe and effective vehicles as deemed necessary.

- If motorists have pets, transport pets that are contained or under continuous control by their owners (cages, leashes, harnesses, etc.). Do not transport the pet if, in the judgment of the driver, the pet could compromise the safety of passengers or other animals during the transport operation.
 - If motorists have belongings, transport the belongings. Do not transport belongings if, in the judgment of the driver, the belongings are unnecessary or could compromise the safety of passengers or animals during the transport operation.
 - If, for any reason, a vehicle's occupants decline to be transported, document their decision and assist them in obtaining repair or towing service by contacting FHP for rotation towing service or for a towing service requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.
- K. Stay with motorists awaiting transport until the appropriate transport arrives. Waiting is not required when a vehicle's occupants choose to decline transport services. While awaiting transport for motorists (or awaiting FHP or Road Rangers), all required Response Times must still be met for other motorists in need of assistance.
- L. Keep a Department-supplied log sheet (see Appendix A) in each EAV. Complete the log as motorists are assisted. Request that each assisted motorist initial the log confirming the information on the log sheet is approximately correct. If a motorist refuses to initial the log, indicate the refusal on the log. Turn in the logs to the Department upon fulfillment of the Task Work Order.
- M. Keep a Department-supplied log sheet (see Appendix B) in each Support Vehicle used for transportation of motorists. Complete the log as motorists are transported. Request that each assisted motorist initial the log confirming the information on the log sheet is approximately correct. If a motorist refuses to initial the log, indicate the refusal on the log. Turn in the logs to the Department upon fulfillment of the Task Work Order.
- N. Alcohol/Drugs/Tobacco:
- Do not smoke, vape, or use tobacco within any vehicle. Do not allow passengers to smoke, vape, or use tobacco within any vehicle during transport.
 - Do not smell of alcohol, be intoxicated, or be under the influence of alcohol or any controlled substance or medical prescription or any other drug that causes impairment anytime while working or reporting for duty under this contract.
 - If the Contractor or the Department discover a violation of any part of this Alcohol/Drugs/Tobacco section, they shall immediately and permanently remove the violator from eligibility to work under this contract.
- O. Provide all services free of charge to motorists. Do not accept payment of tips or any other form of compensation from motorists.
- P. Bear the cost of repair of any damage caused by negligence of the operator to a motorist's property while performing services under the Contract. Document damage with digital photos and provide them electronically to the Department and motorist. Notify the Department, in writing, and provide the digital photos of any and all claims of injury or damage against the Contractor within twenty-four (24) hours of the claim being made.

2.2 Contractor Equipment and Personnel

- A. All EAVs and Support Vehicles must:
- Be capable of carrying all necessary equipment and supplies to perform the services specified in this Contract. Light wreckers, vans, buses, and pick-up trucks are examples of vehicles that may be suitable for use as EAVs and Support Vehicles.
 - Have seat belts and all equipment safety devices recommended by the manufacturer installed, properly maintained, and in good working condition.
 - Be neat, clean, in good condition, in good working order, and properly licensed and insured.
 - Display clear and legible signs painted or affixed that clearly say “EMERGENCY ROADSIDE ASSISTANCE SERVICE” and “FREE SERVICE”.
 - Clearly and legibly display the Contractor’s or subcontractor’s name.
 - Be equipped with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is providing Emergency Roadside Assistance Services and when driving anywhere other than a legal travel lane.
- B. All EAVs and Support Vehicles and their associated equipment, accessories and parts are subject to periodic inspection by the Department. Remove from service and immediately replace any EAV or Support Vehicle determined by the Department to be unsafe, poorly maintained, or improperly equipped.
- C. Ensure all drivers have a safe driving record and possess proper driver’s licenses for the type of vehicle they are driving.
- D. Ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with Department requirements, OSHA requirements and company safety policies. Conduct safety meetings with field staff, as necessary. ANSI Class 3 reflective apparel is required whenever the operator is out of the EAV.

2.3 Invoicing

- A. Provide proper documentation to the Department for all Emergency Roadside Assistance Services to ensure reimbursement eligibility to the Department from the applicable Federal Disaster Reimbursement Program(s) (“FDRP”), which includes but is not limited to, programs of the Federal Highway Administration and the Federal Emergency Management Agency.
- B. Request payment for services completed and accepted by the Department by submitting a monthly certified invoice using the pay items and unit prices contained in the Contract. The Contractor shall include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. With each certified invoice submitted for payment, the Contractor shall include a Certification Disbursement of Previous Periodic Payment to Subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing services under this Contract

to date. The Certification Disbursement of Previous Periodic Payment is not required with the 1st invoice but is required with all invoices thereafter. Invoices shall be submitted to:

Florida Department of Transportation

Attention: _____

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

3.0 SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. At the discretion of the Department, in the event that fuel is not commercially available, the Department may supply fuel for the Contractor's vehicles performing Emergency Roadside Assistance Services. All performance measures and Response Time requirements remain in effect during this, and any other, refueling operation. At such time that fuel becomes available commercially, the Contractor shall be responsible for fueling its own vehicles. The determination regarding the commercial availability of fuel resources will be made solely by the Department. The Department will provide a means of tracking any fuel disbursed to the Contractor. Any fuel disbursed for the purposes of the Contractor's fleet must be reimbursed by the Contractor and the cost of such fuel will be deducted from future invoices. The basis for the fuel cost will be the actual cost of the fuel as reflected on either the Department's most recent invoice received prior to issuance of the Task Work Order or the Department's invoice for emergency fuel depending on which fuel is disbursed to the Contractor.
- B. The Department shall provide a minimum of twenty-four (24) hours notification to the Contractor of the following: description of the emergency event; estimated Event Duration; corridor location to be serviced; required date/time to report to staging locations and begin services; and contact information for the Department's representative.
- C. The Department will monitor the Contractor's operations.
- D. The Department may conduct periodic inspections of EAVs and Support Vehicles to determine compliance with Contract requirements.

3.2 Administration and Paperwork

- A. The Department will provide locations of median crossovers that may be used by the Contractor. The anticipated locations can be found in the SUEE Plans.
- B. The Department shall provide a spreadsheet to the Contractor to be used to prepare invoices to properly document the Contract services in accordance with Department and FDRP requirements.
- C. The Department shall provide a copy of F.S. 316.065, 316.061, and 316.071 for Contractor distribution to disabled vehicles' occupants.

4.0 METHOD OF MEASUREMENT

The cost of any work that is necessary to meet the requirements of this Contract will be incidental to the lump sum pay item shown in the Contract Schedule of Items. Measurement for this pay item will be the total number of hours of Event Duration, for each Task Work Order.

5.0 PERFORMANCE MEASURES and DEDUCTIONS for FAILURE TO PERFORM

The Department will periodically evaluate the Contractor's performance and compliance with the Scope of Services. If the Contractor does not meet or exceed the performance standards established herein, the Department will assess deductions from the invoice. In extreme cases of traffic congestion and excessive volumes of disabled vehicles, the Contractor may request an extension of the 30 minute Response Time requirement. The Department will consider the request and, if determined justified, will grant a temporary increase to the Response Time for a specified start and end time.

The following chart details the specific deductions that will be assessed for failure to perform any of the listed duties. Each of the deductions below can be reassessed for each day (measured in 24-hour blocks from when services begin) of non-compliance.

PERFORMANCE CRITERIA		
Deficiency Identification	Time Allowed/Criteria	Deduction
a) Failure to comply with any part of this Contract that is not specifically addressed in items (b) – (f) below	Immediately upon discovery	\$1,000 per occurrence, reapplied each day until compliance is met. If a particular contract requirement is violated multiple times within the same 24 hour period, the deduction is limited to no more than \$5,000 per day regardless of number of violations of that particular contract requirement. This limit applies independently to each different contract requirement violated.
b) Failure to arrive at staging locations, be fully mobilized, and be ready to begin services at the time specified in the Task Work Order	Immediately upon failure to be fully mobilized at the required time	\$10,000 per Task Work Order plus \$250 per each 15 minutes beyond the required time to be mobilized. This will continue to accrue indefinitely until mobilization is complete.
c) Failure to meet the required Response Time	Immediately upon discovery or upon being dispatched	\$200 per disabled vehicle per each 15 minutes beyond the specified Response Time. This will continue to accrue indefinitely until the arrival at the vehicle.

d) Failure to attempt to remobilize a disabled vehicle	Immediately upon discovery	\$1,000 per disabled vehicle
e) Failure to attempt to transport disabled vehicles' occupants or failure to stay with the occupants while awaiting transport	Immediately upon discovery	\$5,000 per disabled vehicle
f) EAV or support vehicle operator is under the influence of alcohol or any controlled substance or drug while on duty	Immediately upon discovery	\$10,000 per occurrence

6.0 BASIS OF PAYMENT

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

7.0 GENERAL REQUIREMENTS

The January 2017 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

(REV. 2-25-16) (1-17)

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

Contract Documents.

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

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

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

Engineer.

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

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

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

Plans.

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

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

**PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS.
(REV 2-10-17)**

ARTICLE 2-1 is deleted and the following substituted:

2-1 Contractor Experience.

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

ARTICLE 2-4 is deleted and the following substituted:

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

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

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

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

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department’s web site cannot be accessed, contact [REDACTED] at [REDACTED].

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

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

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

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.

(REV. 2-10-17)

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.

2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.

3. Ensure that records exempt or confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.

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

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

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

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation

District 1 – Office of General Counsel

801 N. Broadway

Bartow, FL 33830

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

District 4
954-777-4529

D4prcustodian@dot.state.fl.us

Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

District 5
386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

District 6
305-470-5453

D6prcustodian@dot.state.fl.us

Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 7
813-975-6491

D7prcustodian@dot.state.fl.us

Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

Florida's Turnpike Enterprise
407-264-3170

TPprcustodian@dot.state.fl.us

Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS.

(REV 2-10-17)

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

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

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

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

ARTICLE 5-7 is deleted.

SUBARTICLE 5-12.2.2 is deleted.

SECTION 6, CONTROL OF MATERIALS is deleted in its entirety.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.

(REV 2-10-17)

SUBARTICLE 7-1.1 is expanded by the following:

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address

<http://www.dot.state.fl.us/programmanagement/Implemented/URLInSpecs/Files/FHWA1273.pdf> . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

ARTICLE 7-11.5.4 is deleted.

ARTICLE 7-14 is deleted and the following substituted:

7-14 Contractor’s Responsibility for Work.

Until the Department’s acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

ARTICLE 7-16 is expanded by the following:

For this Contract, payment of predetermined minimum wages applies.

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

Wage Rate Decision Number	Associated Work

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

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

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

ARTICLE 7-18 is deleted.

SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

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

7-30 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel 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.

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

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

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any

subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

(REV 9-24-15) (1-17)

SUBARTICLE 8-3.2 is deleted.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<http://cbt.dot.state.fl.us/ois/EnvironmentalManagementOffice/index.html>.

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

SUBARTICLE 8-6.4 is deleted.

ARTICLE 8-7 is deleted.

SUBARTICLE 8-7.3.2 is deleted.

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

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

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed or any Task Work Order;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
5. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

9. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
11. fails to comply with 3-9.
12. fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

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

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

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

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

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

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

SUBARTICLE 8-9.3 is deleted and the following substituted:

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

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

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

8-13 Renewal Option.

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

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

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

(REV 8-12-16) (1-17)

ARTICLE 9-1 is deleted.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

ARTICLE 9-3 is deleted.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

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

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

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

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

CONTRACT SCHEDULE OF ITEMS
EMERGENCY ROADSIDE ASSISTANCE SERVICES

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
1	Mobilization	Lump Sum per Task Work Order	n/a	n/a	\$ 25,000.00 Per Task Work Order
2	Lump Sum per Hour of Service	Hour	Staging Locations	Event Duration	\$ <input type="text"/> Per Hour of Service

If a pay item unit price is left blank or N/A is used, the bid shall be declared irregular and the Department may reject the proposal as non-responsive.
 Price shall include all overhead, operating margin and other expenses.
 Price shall include all expenses incurred by the Contractor, to include food and lodging if required. Only the prices shown shall be paid by the Department.
 Payment will be made based on actual hours of service performed as approved by the Department.
 Payment will be reduced by any and all assessed deductions for failure to perform.

Entity Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Authorized Signature: _____