



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

STEPHANIE C. KOPELOUSOS
SECRETARY

October 21, 2010

To: Prospective Bidders & Plan Holders

Addendum No.: 2, E2088, Financial Project # 41021627235

Provide Highway Asset Maintenance for I-95 from the St. Johns County Line to the Georgia State Line. Project Locations: I-95 from the St. Johns County line to the Georgia State line; I-295, 9A, 9B and I-10 from the Baker County line to I-95; including Department of Agricultural Facilities in Nassau County; Counties include Duval, Nassau and Clay.

The documents identified below are listed as "Attachments" in the Request for Proposal but were not included. Please attach these documents to your copy of the Request for Proposal:

Submit with your Bid/Price Proposal:

Drug Free Work Place Form #375-040-18

Will be used when the contract is awarded:

Asset Maintenance Contract Form #375-020-58

Annually Renewed Performance Bond Form #375-020-59

Contract Affidavit Form #375-020-30

You must sign, date and fax a copy of this addendum back to me by close of business today to indicate receipt. The bidder is required to acknowledge the addendum in the space provided on the proposal.

Company Name

Date

Signature

Thanks,

Patsy Elkins, CPPB
Contracts Coordinator
Phone: 386-758-3703
Fax: 386-758-3791

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
09/03

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSET MAINTENANCE CONTRACT

375-020-58
CONTRACTS ADMINISTRATION
OGC - 08/06

This Contract, is entered into this _____ day of _____, _____, between the State of Florida Department of Transportation, hereinafter called the Department, and _____ of _____, herein called the Contractor.

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

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

It is agreed that the work to be done under this Contract is to manage all maintenance activities associated with this Asset Maintenance Contract as defined by the Scope of Services.

in _____
and known as Contract No.: _____
Financial Project No(s): _____

In consideration of the foregoing premises, the Department agrees to pay the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached Scope of Services and proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____, Florida Department of Transportation
(Title)

Attorney FDOT Date

Complete the following as appropriate

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANNUALLY RENEWED PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____
(name)
_____ (hereinafter called Contractor) of _____
(address)

_____ and
_____ (hereinafter called Surety) of
(name)
_____,
(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____

Dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Contractor has subscribed to an agreement with the Department to bear the date of _____, constituting a Long-Term Maintenance contract in connection with _____

_____ (hereinafter called the Contract), upon certain terms and conditions in said Contract more particularly mentioned; and

WHEREAS, the Contractor is required by the Contract to provide a Payment and Performance Bond for each twelve (12) month period of the Contract; and

WHEREAS, the Contractor is providing this Payment and Performance Bond for the services to be rendered by the Contractor during the twelve (12) month period beginning on the _____ day of _____, 20 __, and ending on the _____ day of _____, 20 __; and

WHEREAS, the Contract is particularly known as Contract Number _____, Financial Project Identification Number (FPID) _____, upon certain terms and conditions in said Contract more particularly described herein.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor in all respects will comply with Section 337.18 (1), Florida Statutes, and with the terms and conditions of the Contract, and its obligations thereunder, according to the plans and specifications (including the Scope of Services, Proposal Requirements, and Proposal Blank if applicable) as therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications as therein provided; and further if such Contractor shall promptly make payment to all persons, including the persons defined in Section 713.01, Florida Statutes, supplying labor, materials, equipment and supplies, used directly or indirectly by the said Contractor or any subcontractor(s) in the prosecution of the work provided for in the said Contract (See Section 337.18 (1) (a) - (f), Florida Statutes, for specific claim notice and time limitation requirements), and will promptly pay all State Worker's Compensation and Unemployment Compensation taxes incurred in the performance of the said Contract, and will pay to the Department any amount in money or property the Department may lose or be overcharged or otherwise be defrauded of by reason of any wrongful or criminal act of the Contractor, its agents, or employees, then this obligation is to be void; otherwise to be and remain in full force and virtue in law for the services to be rendered by the Contractor during the twelve (12) month period set forth in the third whereas clause herein above. In any action brought to enforce a claim against the performance provisions of this bond, the Department is entitled to recover reasonable fees for the services of its attorneys for discovery, trial and appeal, and mediation or arbitration, if the Department is awarded any legal or equitable relief whatsoever in such action. This bond shall not be construed to waive any of the Department's rights under Section 337.18, Florida Statutes.

Under this bond, the surety, pursuant to Section 337.11(9) (a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount.

Provided, however, that the condition of this Bond does not include the Contractor's obligation to provide to the Department any Bond for periods subsequent to the end of the period stated above, and the Surety shall not be liable hereunder for any damages sustained by the Department as a result of the Contractor's failure to provide such a bond or the Department's exercise of its rights under Subarticle 3-5.1 of the Maintenance Standard Special Provisions, if such a bond is not provided.

WITNESS the signature of the Contractor and the signature of the Surety by _____ its

(Agent or Attorney-in-Fact, or otherwise)
with seals of said Contractor and Surety hereunto affixed this _____ day of _____, _____.

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent
(Surety Seal)

Contractor
BY: _____
Authorized Signature(s)
TITLE: _____
ATTEST: _____

Name/Telephone #: _____
Address: _____

Secretary/Notary
BY: _____
Signature

NOTE: Attach Power of attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 255.05, Florida Statutes.

CONTRACT AFFIDAVIT

STATE OF
COUNTY OF

Before me, the undersigned authority, personally appeared
who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws
of the State of
, to represent
of
a company authorized to make surety bonds under the laws of the
State of Florida.

further certifies that as Attorney-in-Fact
for the said
has signed the attached bond in the sum of
\$
on behalf of
covering Financial Project No.(s)

Contract No.(s) ; in County(ies), Florida.

Said
further certifies that the premium on the
said bond is
, which will be paid in full direct to him/her as
Attorney-in-Fact, and included in his/her regular accounts to the said
and that he/she will receive a regular commission of
per cent as
Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows
per cent to
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Agent or Attorney-in-Fact

Sworn to and subscribed before me this
day of
,
by
. He/She is personally known to me or has produced
as identification.

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

COUNTERSIGNED (If applicable):

Florida Licensed Insurance Agent