



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

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

OFFICE OF THE  
SECRETARY

April 6, 2011

To: Prospective Bidders

**Addendum No.:**       **1, E2014, Financial Project # 41021437205; 41021427227**  
Furnish, install, maintain and remove traffic control devices for Department-  
related activities in St. Johns and Putnam Counties

Attached are revised pages 14 and 15 of the Standard Maintenance Special Provisions. The Revision was made to **Section 9-8 Acceptance and Final Payment**, second paragraph, "The Department will pay the estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements of **(a) through (c)** below. The paragraphs below this section are listed as 1, 2, 3 and should have been listed as **a, b, c** per the specification.

This project has a **MAXIMUM LIMITING AMOUNT** of **\$130,000.00** per page 4, Section 2, Proposal Requirements and Conditions, Subarticle 2-3.2.

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.

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Company Name

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Date

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Signature

Thanks,

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

(b) a change in quantity which causes a change in the amount payable of more than \$5,000.

SUBARTICLE 9-5.1 (Page 100) paragraphs 1, 2 and 3 are deleted and the following substituted:

The Engineer will make payments based upon invoices submitted by the Contractor in accordance with 9-2.1.

An amount may be retained from a Contractor's payment until final acceptance of materials or work at the end of a burn-in or establishment period. The amount retained will be determined in accordance with the following schedule:

Percentage Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10 % of value of work completed exceeding 75% of Contract Amount.

SUBARTICLE 9-5.5.2 (Page 102) is deleted.

Article 9-8 (Pages 104 - 106), is deleted and the following substituted:

**9-8 Acceptance and Final Payment.**

If the Contractor fails to furnish all required Contract Documents as listed in (a) through (c) below within 90 days of the Contractor's submittal of a final invoice, the Department may suspend the Contractor from bidding under the provisions of Florida Administrative Code 14-22.

Submit a final invoice in accordance with ME009-2.1 for work completed and accepted by the Department. The Department will pay the estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements of (a) through (c) below.

- a. The Contractor has performed the work and properly maintained the project, as specified in the contract documents.
- b. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any, and that the contractor will commence any such arbitration claim or suit within 820 calendar days from and after the time all work is completed and accepted by the Department, and that failure to file a formal claim within this period constitutes acceptance of final payment) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

- c. The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

**CONTRACT BOND REQUIRED.**

**(REV. 10-28-2009) (01-10)**

Subarticle 3-5.1 (Pages 17). Is deleted and the following substituted:

3-5.1 General Requirements of the Bond: Upon award, the Contractor shall furnish to the Department, and thereafter continue to furnish to the Department during the term of the Contract, a Payment and Performance Bond guaranteeing the Contractor's contract obligations for each twelve month period of the Contract.

No later than the date of Contract execution the contractor shall provide to the Department a Payment and Performance Bond in a penal sum equal to the first year's annual contract amount under the Contract. Annually thereafter, between thirty (30) and forty-five (45) days prior to the contract anniversary date, the Contractor shall provide to the Department a Payment and Performance Bond in a penal sum equal to the upcoming year's annual contract amount. Regardless of the number of separate bonds or bond continuations provided by the Surety hereunder, the Surety's liability for each bond or bond continuation shall be limited to the contract amount for the twelve (12) month period for which the bond or bond continuation is provided.

Each Payment and Performance Bond shall be provided by a surety company authorized to conduct business in the State of Florida. Each Payment and Performance Bond shall be executed only on the forms provided by the Department. Failure to provide any of the required Payment and Performance Bond's to the Department within the aforementioned time frames shall entitle the Department to annul the award, declare the Contractor in default, terminate the Contract, or decline to renew the Contract, all in the Department's sole discretion.

**MOBILIZATION**

**(REV. 09-22-09) (01-10)**

PAGE 109. The following is a Standard Maintenance Special Provision:

SUBARTICLE 101-2.1 (page 109) is deleted and the following substituted:

When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.