



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

District Contracts and Procurement
1000 Northwest 111th Street, Room 6203
Miami, FL 33172

STEPHANIE KOPELOUSOS
INTERIM SECRETARY

Where a request for service is an opportunity to serve you!

ADDENDUM NO. 02 **DATED JANUARY 11, 2007**

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS DOCUMENT MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE

PROJECT/PROPOSAL NUMBER: E-6D65 (ASSET MAINTENANCE)
FINANCIAL PROJECT NUMBER(S): 404082-3-72-01
CONTRACT NUMBER: E-6D65 (ASSET MAINTENANCE)
COUNTY(IES): MONROE
LETTING DATE/TIME: FEBRUARY 8, 2007 AT 2:00 P.M.
LOCATION: DISTRICT SIX ADAM LEIGH CANN BUILDING
FRONT LOBBY
1000 NW 111TH AVENUE,
MIAMI, FLORIDA 33172

PROJECT DESCRIPTION: SEALED WRITTEN TECHNICAL AND PRICE PROPOSALS ARE REQUESTED FOR AN ASSET MAINTENANCE PROJECT THAT INCLUDES MANAGEMENT AND PERFORMANCE OF ALL ASSETS WITHIN THE PROJECT LIMITS. THE CONTRACTOR WILL MANAGE AND PERFORM ALL ROUTINE MAINTENANCE ACTIVITIES ASSOCIATED WITH ROADWAY, STRUCTURES, DRAINAGE, VEGETATION AND AESTHETICS, TRAFFIC SERVICES, STRUCTURE INSPECTION AND INCIDENT MANAGEMENT ALONG STATE ROAD 5 (US-1) AND A1A IN MONROE COUNTY.

THE ABOVE MENTIONED PROJECT IS AMENDED AS FOLLOWS:

1. THE FOLLOWING ARE HEREBY ADDED AS PART OF THIS CONTRACT:
 - A. DEPARTMENT OF CORRECTIONS CONTRACT (TOTAL OF SEVEN (7) PAGES) (PROVIDED IN HARD COPY)
 - B. ASSET MANAGEMENT CONTRACT INFORMATION (PROVIDED ON CD)
 - I. ASSET MANAGEMENT
 - II. BOAT RAMPS
 - III. BRIDGE AND STRUCTURE INFORMATION
 - IV. CHAPTER 14
 - V. DEPARTMENT MANUALS

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Page 2 of 2

- VI. DEPARTMENT OF CORRECTION
- VII. DEPARTMENT PROCEDURES
- VIII. FIVE YEAR TRANSPORTATION PLAN FOR MONROE COUNTY 07-08 THROUGH 11-12
- IX. IN-HOUSE CREWS UNIT COST REPORTS
- X. MEMORIAL MARKERS
- XI. MRP
- XII. MRP 80 WORKLOADS
- XIII. RCI
- XIV. STANDARD SPECS
- XV. STRAIGHT LINE DIAGRAMS

INFORMATION PROVIDED ON CD IS AVAILABLE AT THE DISTRICT CONTRACTS AND PROCUREMENT OFFICE.


Nancy Kay Lyons
DISTRICT CONTRACTS AND PROCUREMENT MANAGER

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING IN THE AREA PROVIDED.

RETURN THIS ACKNOWLEDGMENT BY FAX (305) 470-5717, TO MY ATTENTION.

COMPANY NAME

SIGNATURE

TITLE

PRINT NAME

DEPARTMENT OF CORRECTIONS CONTRACT

DEPARTMENT OF CORRECTIONS CREWS

The Department will fund Department of Corrections (hereinafter "DOC") inmate labor, as provided by the Florida Legislature, for use on the State Roads in Monroe County. The Contractor will provide all transportation for the inmates and DOC personnel including transportation to and from the correctional institute. The vehicles used during working hours will be equipped with two-way radios operating on the Department's assigned frequency. The Contractor will supply the DOC Officers with Nextel radiophones. The monthly billing, maintenance and replacement of these radiophones are the responsibility of the Contractor. The Contractor is responsible for providing the DOC crews with material and equipment such as chainsaw, weed eaters, bush axes, etc., necessary to perform routine maintenance activities as required. The use of the DOC crews off of the State Highway System may result in the termination of this agreement.

LOW – FREQUENCY RADIOS

The Department will allow the low-frequency radios to remain in the equipment and on the premises. The maintenance and replacement costs of the radios and associated equipment are the responsibility of the Contractor. The Contractor may choose to supply and maintain alternate communications approved by the Department and DOC.

MOBILE EQUIPMENT

The Department has declared the mobile equipment listed below is to be used by DOC officers and inmates in performing routine maintenance as described in the DOT/DOC master agreement. The Contractor is responsible for the preventive maintenance, repair, safety, schedule, standards, process and procedure require for mobile equipment.

MOBILE EQUIPMENT LIST AND PROCEDURES

<u>FDOT #</u>	<u>DESCRIPTION</u>	<u>FLEET CODE</u>
10759	TRCT LDR BACKHOE	2321
10914	SKID STEER LOADER	2315
26594	1/2 TON PICKUP	0500
26963	mi8 YD DUMP	1510
26964	8 YD DUMP	1510
29199	2 TON CREW DUMP	1101
24171	STAKE BED	1041
24722	2 TON CREW DUMP	1101
28903	3/4 TON PICKUP	0510
08581	TRLR UTILITY	4080
27005	1/2 TON PICKUP	0500
08813	ARC WELDER PORT 400A	9254
27004	1/2 TON PICKUP	0500
27332	3/4 TON PICKUP	0510
23968	WOOD CHIPPER, TRAILER	3620
25042	CREW CAB	1100
25619	1/2 TON PICKUP	0500
29481	1/2 TON PICKUP	0500
25409	15 PASS BUS	0315
28306	CREW CAB	1100
24971	PORTABLE FLOOD LIGHTS	9279
26190	1 TON PICKUP	1545
28653	CREW CAB	1100
08164	TRLR UTILITY	4080
27540	1 TON PICKUP CREW CAB	0540
29096	CREW CAB	1100
25410	15 PASS BUS	0315
28305	CREW CAB	1100
11731	MOWER FLAIL (71)	3031
11732	MOWER FLAIL (71)	3031
26134	TRLR UTILITY	4080
27541	1 TON PICKUP CREW CAB	0540
24078	STAKE BED	1041
24919	WOOD CHIPPER, TRAILER	3620
26573	WOOD CHIPPER, TRAILER	3620
28974	WOOD CHIPPER, TRAILER	3620

The Department has established Mobile Equipment Procedure (Topic Number 400-000-001) to prescribe uniform procedures, standards, and accountability for the specification, procurement, identification, use, management, maintenance, and disposal of vehicles and equipment. The Department Mobile Equipment Procedure 400-000-001 is available through maps and publications, or on the Internet at:

<http://www11.myflorida.com/proceduraldocuments/>

The Contractor is responsible for the mobile equipment requirements noted herein including maintenance and repair. The Contractor will perform routine Basic Services as described below:

Basic Services:

1. Preventive maintenance (PM)
2. Scheduled repairs
3. Unscheduled repairs/non-normal repairs
4. Welding
5. Tire replacement and repair
6. Field repairs
7. Service calls and towing
8. Warranty and recall work

The Contractor will provide all materials, parts and labor, fuels, record keeping and reports. The Contractor is responsible for the storage, transportation and dispose of hazardous and non-hazardous wastes.

The Contractor is responsible for providing Special Services authorized, approved and paid by the Department by way of a Letter of Authorization to cover necessary labor and/or material purchases that are not included as Basic Services. Special Services include:

1. Extended Life Repairs: Work to correct major component failure on a vehicle that is beyond its useful life cycle as Defined by the FDOT replacement criteria or FDOT life cycle analysis method. Major component failure is defined as the necessary complete overhaul or replacement of the engine, transmission, differential gearbox, front or rear suspension, or heavy equipment hydraulics.
2. Fleet Assessment Period Major Component Failure: Work to correct major component failure on vehicles that the Contractor finds during the Fleet Assessment Period (90 calendar days from Notice to Proceed). Major component failure is defined as necessary complete overhaul or replacement of the engine, transmission, differential gearbox, front or rear suspension, or heavy equipment hydraulics.

The Contractor will maintain information that FDOT requires in tracking the performance of each vehicle and piece of equipment covered under this Contract. The Contractor will provide FDOT with required information such as repair work order data, including labor costs, parts used, FDOT-specific repair codes, and other pertinent equipment maintenance information as outlined in the Mobile Equipment Procedure 400-000-001 to be submitted to the FDOT in both formats, paper and electronic delimited ASCII, for entry into FDOT's Equipment Management Information System (EMIS). See an example of an EMIS printout in the contents of the CD.

The Contractor will be granted a Fleet Assessment Period to complete an evaluation of the fleet, at no additional cost to FDOT, to identify any major component failures. The Fleet Assessment period will end 90 calendar days from the issuance of Notice to Proceed, and major component failure is defined as the necessary, complete overhaul or replacement of the engine, transmission, differential gearbox, front or rear suspension, or heavy equipment hydraulics. Major component failures identified by the Contractor during the Fleet Assessment Period must be identified immediately to the FDOT Project Coordinator for inspection, and if issued a Letter of Authorization by the FDOT Project Coordinator, the Contractor will make repairs to correct the failed component as Special Services.

The Contractor will perform all PM for FDOT vehicles and equipment, excluding the operator's daily inspection. The Contractor will submit a Preventive Maintenance Program Plan, which will include the following requirements (see in the contents of the CD a Preventive Maintenance Requirements):

1. In addition to the Preventive Maintenance Requirements, the Contractor's PM program, at a minimum, will be conducted to ensure compliance with the Original Equipment Manufacturer's (OEM) specifications and intervals pertaining to:
 - (a) Oil and oil filters
 - (b) All other filters and fluids
 - (c) Lubricants
 - (d) Tires
 - (e) Routine adjustment
2. The Contractor will check and change oils and filters, per OEM specifications and intervals, or as directed by FDOT. The Contractor will place a sticker on each vehicle after each oil change indicating the next scheduled service interval. All fluids will meet Society of Automotive Engineers (SAE) and American Petroleum Institute (API) standards. Recycled fluids or oils shall not be used.
3. The Contractor will check and change fluids, including, but not limited to, brake, power steering, transmission, rear axle, battery, and windshield washer fluids, per OEM specifications and intervals.
4. The Contractor will lubricate all vehicles and equipment to OEM specifications and requirements.
5. The Contractor will dispose of unserviceable tires in accordance with local, state, and federal environmental regulations. The Contractor will coordinate with the FDOT District Hazardous Materials Coordinator to determine the maximum allowable quantity of unserviceable tires to be stored at FDOT locations.
6. PM service intervals will be determined by 1) OEM adverse or severe conditions standards for each type and class of vehicle, 2) the FDOT PM manual, and 3) by priorities determined by FDOT.

The Contractor will purchase and provide all parts, supplies, and fluids used to repair and maintain FDOT vehicles and equipment.

The Contractor may store certain often-needed parts, supplies and fluids in the FDOT maintenance facilities as approved by the FDOT Project Coordinator.

All parts, supplies, and fluids will meet or exceed current OEM standards unless otherwise specified herein.

The Contractor is responsible for damage and costs caused by use of sub-standard parts, supplies, and fluids.

The Contractor is responsible for disposal of wastes (such as used oils, oil filters, coolants, tires, batteries, etc.) generated by the performance of the Contract.

Storage, transportation and disposal are in accordance with FDOT, local, state, and federal requirements.

The Contractor will coordinate waste storage, transportation and disposal with the FDOT Project Coordinator as well as the FDOT District Hazardous Material Coordinator. The Contractor will store waste in a location designated by the FDOT District Hazardous Materials Coordinator.

The Contractor will train its employees and ensure proper certifications in handling hazardous materials, and obtain the necessary permits for storage, handling, transport, and disposal of waste materials.

The Contractor will provide FDOT with the registration numbers of Contractor and subcontractors who perform services and dispose of regulated or hazardous materials from FDOT sites. FDOT reserves the right to approve or reject subcontractors working with hazardous materials.

The Contractor will maintain disposal records of all regulated or hazardous wastes. Records will contain the material's origin, use, transportation, and ultimate distribution and disposal. The Contract will free FDOT of liability for all actions of the Contractor and its agents relating to waste disposal and transportation.

For the Warranty and Recall Work, the Contractor will:

1. Administer all warranties for vehicles and equipment, parts, OEM recall work, and alternative fuel conversions.
2. Protect the warranties of all FDOT equipment.
3. Maximize the use of all existing and new warranties for parts and workmanship from dealers, manufacturers or subcontractors.
4. Track the warranty status of vehicles and equipment.
5. **Perform quality control of vehicles and equipment repaired under warranty.**
6. Seek authorization from vehicle manufacturers to perform warranty and recall work.
7. Transport vehicles and equipment to and from warranty and recall place of service.

FACILITY AND EQUIPMENT

The Contractor may use its own facilities, but the Department will make available to the Contractor use of the Department Maintenance Yard located at **3100 Overseas Highway, Marathon, Fl. 33050**. The Contractor is responsible for all routine maintenance of the facility including payment of all utility bills. The Contractor is responsible for the repair of any damage to the facility caused by his negligence. Any major repairs to the facility (major roof repairs, a/c replacement, etc.) will come under Fixed Capital Outlay (FCO) program.

The Contractor will not use the FDOT property in any manner for personal advantage, commercial gain, or other endeavors by the Contractor or the Contractor's employees other than in the performance of the work described in the contract. The issue or loan of FDOT property for non-FDOT activities or for personal use is prohibited. If the FDOT facility, capital equipment, or other FDOT-furnished property is used for any other purpose, the Department will have the option immediately revoking use of the property.

The Contractor will further use and occupy the FDOT facility in a careful and proper manner, and not commit any waste thereon. The Contractor is responsible for all costs associated with hazardous conditions resulting from the Contractor's negligence or actions or omissions of responsible action.

No structures, improvements or renovations of any kind will be placed upon the land without prior written approval from the FDOT Project Coordinator. Any such structures or improvements will be **constructed in a good and workmanlike manner at the Contractor's cost and expense**. The Contractor, at the cost and expense of the Contractor, will remove any structures or improvements constructed by the Contractor by midnight on the day of termination of this Contract and the area restored to its condition at the time the Contract is executed.

The Contractor does hereby accept the FDOT facility in the depicted area as now being in fit and tenantable condition for all purposes of the Contractor.

The Contractor will manage, control and safeguard the FDOT facility. Prudent property management will be the responsibility of each Contractor manager, employee, and representative. Contractor managers and employees will prevent instances of fraud, waste, and abuse, and they will correct property management deficiencies.

The Contractor will have the responsibility for maintenance, repair and security of FDOT facility, capital equipment and other FDOT furnished items through the term of the Contract. Upon completion of the Contract these items, below, will be returned in the same or better condition in which they were provided to the Contractor, less normal wear and tear.

The Contractor will submit immediate written notification to the FDOT Project Coordinator upon determining that any element of the facility or its content is in need of repair or replacement. The FDOT Project Coordinator will make the determination as to the necessity of the work and the cause of the damage being normal wear and tear to be paid for by the FDOT, or abuse, misuse, accident, or vandalism on the part of the Contractor to be paid for by the Contractor. The Contractor will repair or replace (including acquiring necessary permits) damaged FDOT facilities and capital equipment to their pre-damaged condition or better and will become the property of the FDOT. For the case of normal wear and tear, the FDOT Project Coordinator will have the option or repair or replacement, and the option of completing the work utilizing a subcontractor through a three quote process solicited by the Contractor, FDOT forces, or other available means.

The Contractor will keep and maintain the FDOT facility in the depicted area or other structure, now or hereafter erected thereon, in good and safe condition and repair, at the Contractors expense, during the existence of this Contract, and will keep the same free and clear of any all debris of any kind, so as to prevent the same becoming dangerous, flammable or objectionable. The Department will have no duty to inspect or maintain any of the facility or structures, if any, during the term of this Contract: however, the Department will, at anytime, have the right to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to maintenance and operation inspections, and any other actions that might be reasonable and necessary. The Department's right of entry will not obligate inspection of the property by the Contractor, nor will it relieve the Contractor of its duty to maintain the property. In the event of emergency due to a release or suspected release of hazardous waste on the premise, the Department will have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice.

FDOT and the Contractor will perform joint inspection of the FDOT facility at the start of the contract and annually thereafter.

The Contractor will not assign or sublet all or any part of the FDOT property to any private/public parties (persons or corporations).

The Contractor is responsible for compliance with the requirements of the FDOT Safe Work Practices and Compliance Standards Handbook to assure safe work practices are observed in work activities and operations conducted at the FDOT facilities.

The Contractor will remove its equipment, tools, supplies, and materials from FDOT facilities upon completion of the Contract. FDOT will observe the removal of the Contractor's equipment.