



# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

July 21, 2009

## ADDENDUM NO. 3

TO: PROSPECTIVE BIDDERS AND PLAN HOLDERS

**PROPOSAL/CONTRACT ID: T7209**

**FINANCIAL PROJECT NUMBER(S): 258415 1 52 01, 258415 1 56 01, 258415 1 56 02,  
258415 2 52 01, 258415 2 56 01, 258415 2 56 02,  
and 258415 3 52 01**

**FEDERAL AID PROJECT NUMBER(S): ARRA279B and 0041218I**

**COUNTY(IES): Hillsborough**

**PROJECT NAME(S): I-4 (Selmon Expressway), From S of Selmon Expressway  
To 7<sup>th</sup> Ave. and From 7<sup>th</sup> Ave. To SR 400**

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**BIDS TO BE RECEIVED: September 16, 2009**

## REVISED REQUEST FOR PROPOSAL

Changes have been made to Sections II and IV of the Request for Proposal. To view the Revised Request for Proposal, please visit the Contracts Administration Website at:

[www.dot.state.fl.us/cc-admin/2009\\_Lettings/2009\\_letting9\\_16.shtm](http://www.dot.state.fl.us/cc-admin/2009_Lettings/2009_letting9_16.shtm)

## CONTRACT BOND

Enclosed please find a sample Contract Bond for your reference. This is the Contract Bond that will be used for this project.

## IMPORTANT DATES

The Posting Date for this project has changed to October 15, 2009. The anticipated Award Date for this project has changed to October 21, 2009. The Contract Execution Days for this project have changed to 60 days and this project is scheduled to be executed by December 22, 2009.

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**AMENDMENT NOTIFICATION**

If you are a PROPOSAL HOLDER, please go to the Contracts Administration Addenda Web Site at [www.dot.state.fl.us/cc-admin/](http://www.dot.state.fl.us/cc-admin/) to download Amendment No. 3, file 16Sep001.003. (See the Amendment Instructions on the website for downloading and saving this file.)

If you are a PROPOSAL HOLDER, please acknowledge receipt of this Addendum in Expedite Bid by opening the Acceptance of Bidding Acknowledgements folder and confirming your acknowledgement of Amendment and Addenda Files. Failure to load all amendment files will cause the bid to be rejected.

Sincerely,



Juanita Moore, Manager  
Contracts Administration Office

JM:cj

Enclosure

**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

(Entity Name) having its principal place of business at \_\_\_\_\_  
\_\_\_\_\_ (Bidding Office Street Address, City, State, Zip and Phone #)

(hereinafter called Principal or Contractor) and \_\_\_\_\_  
(hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, having its principal place of business at \_\_\_\_\_  
(City, State, Zip) 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, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), to bear the date of \_\_\_\_\_, for constructing or otherwise improving a road(s), bridge(s), and building(s) \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ County(ies), particularly known as Federal Aid Project No(s): \_\_\_\_\_  
Financial Project No(s): \_\_\_\_\_ Contract No. \_\_\_\_\_

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall, except as to the penal sum of the bond, comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contractor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent and, finally, as the subject Contract requires contractor qualification, under Section 337.14, Florida Statutes, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated.

**WITNESS** the signature of the principal (Contractor) and the signature of the Surety by \_\_\_\_\_  
its \_\_\_\_\_ (Agent or Attorney-in-Fact) with the seals of said Principal and Surety  
hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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.

Countersigned: _____ Florida Licensed Insurance Agent Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role): Name: _____ Business Address: _____ Telephone: _____	By: _____ Surety Company Name (Print) (Seal) Florida Licensed Insurance Agent or Attorney-in-Fact (Surety) <input type="checkbox"/> Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete a business name, address and telephone number block; if not, have such an agent countersign and complete block) NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in- Fact is to be attached.
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Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the  
work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to: