

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SAMPLE CONTRACT DOCUMENTS**  
**PROPOSAL OF**

375-020-44  
 CONTRACTS ADMINISTRATION  
 08/12

(Proposer's Firm Name) (Prequalified Name, if Applicable)

(Proposing Firm's Physical Address -- City -- State -- Zip)

F.E.I.D. No. \_\_\_\_\_ Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_ FAX No. ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s). or building(s) \_\_\_\_\_

in \_\_\_\_\_ County(ies),

\_\_\_\_\_ approximately \_\_\_\_\_

in length, and known as Federal Aid Project No(s): \_\_\_\_\_

Contract No.: \_\_\_\_\_ Financial Project No(s): \_\_\_\_\_

**TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:** Submitted \_\_\_\_\_

The Bidder, hereby declares that no person or persons, firm or corporation, other than the Bidder, is interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Proposal forms, the Standard Specifications as amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

Was an addendum issued on this project?

Yes  No

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.			
Addendum No.	Dated	Addendum No.	Dated

The Bidder agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within \_\_\_\_\_ calendar days after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than \_\_\_\_\_ calendar days. It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be either (1) the \_\_\_\_\_ calendar day from the date of issuance of the initial notice to begin work or (2) the date on which the Bidder actually begins work, whichever date is the earlier. The Bidder further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the Contract price of the work as indicated by the approximate quantities shown herein.

The Bidder further agree(s) to bear the full cost of maintaining all work until final acceptance, as provided in the Contract.

If the total amount of this bid exceeds \$150,000.00, a bid guaranty of five percent (5%) of the bid, payable to the Florida Department of Transportation, must accompany this proposal. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding. If this proposal is accepted and the Bidder fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the Department; otherwise, said guaranty is to be returned to the Bidder upon delivery of a satisfactory bond. The Florida Department of Transportation officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Department pursuant to Section 334.195, Florida Statutes.

The Bidder, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Bidder agrees to indemnify, defend, and save harmless, the Department against any cost, damage, or expense which it may incur or be caused by any error in the Bidder's preparation of same. By signing and submitting this proposal, the Bidder certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Bidder hereby certifies that the submitted unit price sheets are generated from the diskette provided by the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION or accurate reproductions generated from the Department's issued Expedite Bidding System (EBS) program. If any errors have been made by the Bidder in preparing the generated sheets, the Bidder hereby consents that such errors will be applied by the Department in the manner most beneficial to the Department.

The Bidder hereby certifies and obligates its firm as "Principal (bidder)" to the attached Bid or Proposal Bond, (Form 375-020-09) as if and to the same effect as if the Bidder had affixed its signature thereon.

Section 287.134(3)(a), Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____

(ATTACH SEPARATE SHEET IF NECESSARY)

TOTAL: \$ \_\_\_\_\_

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c), Florida Statutes.

Job No(s):

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the Florida Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
  - (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
  - (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.
11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations, as defined by 287.135, F.S., in Cuba or Syria.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation in the "Exceptions" portion on page 4 of 4 or by attached separate sheet.

EXCEPTIONS:

Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

<p><b>CORPORATION:</b></p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p>(Affix Corporate Seal)</p>	<p><b>INDIVIDUAL OR FIRM TRADING AS:</b></p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">Individual or Owner</p> <p>_____</p> <p style="text-align: center;">Print Name</p>
<p><b>PARTNERSHIP</b></p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">General Partner (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p>Signature: _____</p> <p style="text-align: center;">General Partner (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p>	<p><b>JOINT VENTURE:</b></p> <p>_____</p> <p style="text-align: center;">Bidder</p> <p>Signature: _____</p> <p style="text-align: center;">Attorney-in-Fact</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p><b>CONTRACTOR:</b> _____ (Seal)</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p> <p><b>CONTRACTOR:</b> _____ (Seal)</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p> <p><b>CONTRACTOR:</b> _____ (Seal)</p> <p>Signature: _____</p> <p style="text-align: center;">President or Vice President (Circle Title)</p>
<p><b>LIMITED LIABILITY COMPANY:</b></p> <p>_____</p> <p style="text-align: center;">Contractor</p> <p>Signature: _____</p> <p style="text-align: center;">Manager or Member (Circle Title)</p> <p>_____</p> <p style="text-align: center;">Print Name</p>	
<p>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, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.</p>	

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

ATTACH BID BOND

**Job No(s):**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SAMPLE CONTRACT DOCUMENTS**  
**CONTRACT**

375-020-44  
CONTRACTS ADMINISTRATION  
08/12

This Contract, is entered into 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 Proposal, Standard Specifications as Amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, 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 construct or otherwise improve the road(s), bridge(s), and building(s) described as:

\_\_\_\_\_

\_\_\_\_\_

in \_\_\_\_\_ County(ies), a distance of approximately \_\_\_\_\_

and known as Federal Aid Project No(s): \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_ Contract No. \_\_\_\_\_

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.
--

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 proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal. The terms of this contract shall be binding upon full execution and date referenced below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Engineer, Florida Department of Transportation

**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), 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 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, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, 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. 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. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

**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	_____ Surety Company Name (Print) (Seal)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: _____ Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: _____	<input type="checkbox"/> Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)
Business Address: _____	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: _____	

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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SAMPLE CONTRACT DOCUMENTS**  
**CONTRACT AFFIDAVIT**

375-020-44  
CONTRACTS ADMINISTRATION  
08/12

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
(Attorney-In-Fact)  
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 \_\_\_\_\_  
(If applicable, otherwise N/A) (Surety Co.)  
of \_\_\_\_\_ a company authorized to make surety bonds under the laws of the  
(City and State)  
State of Florida.

\_\_\_\_\_ further certifies that as Attorney-in-Fact  
(Attorney-In Fact for Surety Co.)  
for the said \_\_\_\_\_ has signed the attached bond in the sum of  
(Surety Co.)  
\$ \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Contractor)  
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 \_\_\_\_\_  
(Surety)  
\_\_\_\_\_ 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 \_\_\_\_\_,  
(If applicable, otherwise N/A) (N/A, if not applicable)  
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  
(name of affiant)  
\_\_\_\_\_ as identification.  
(type of identification)

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

**COUNTERSIGNED (If applicable):**

\_\_\_\_\_  
Florida Licensed Insurance Agent