

GENERAL TERMS AND CONDITIONS

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SECTION A – DEFINITIONS

Whenever the following terms (or pronouns which replace these terms) are used in the Contract Documents, their intent and meaning shall be interpreted as follows:

AGREEMENT:

The document entitled "Agreement Between Owner and Contractor" in the form attached as Exhibit 1. The Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements. The Agreement may be amended only by a Modification.

AIA DOCUMENT:

The American Institute of Architects Document A201, General Conditions of Contract for Construction – 1997 edition. Where referenced, the terms of the AIA Document shall apply to this Agreement as if written in full herein.

ARCHITECT/ENGINEER:

The Design Professionals (Architect/Engineer, Architect, Engineer or Other) commissioned by Owner for the Project. The terms Architect or Architect/Engineer mean the Architect/Engineer and its authorized representative.

BID:

A bid Bidder to the work on the Project, which the Bidder shall submit on approved forms.

BIDDER:

A person or entity who submits a Bid for the Project.

BIDDING DOCUMENTS:

All documents provided by Owner or Architect/Engineer to a Bidder in connection with the solicitation of Bids for the Project, including (i) these General Terms and Conditions; (ii) any Supplementary Terms and Conditions; (iii) the plans, drawings and specifications for the Project; and (iv) any Addenda issued pursuant to Section B-7.

CHANGE ORDER:

A written document (**EXHIBIT 16**) prepared by Architect/Engineer and signed by Owner stating their agreement on (i) a change in the work required on the Project; (ii) the amount of adjustment in the Contract Sum, if any; and (iii) the extent of an adjustment in the Contract Time, if any.

CONTRACT DOCUMENTS:

All Bid documents to be incorporated into the Agreement, including (i) these General Terms and Conditions; (ii) any Supplementary Terms and Conditions; (iii) the plans, drawings and specifications for the Project; (iv) any Addenda issued pursuant to Section B-7; ITB Documents and (v) any Modifications

CONTRACT SUM:

The amount stated in the Agreement, which is the total amount payable by Owner to Contractor for completing the Project.

CONTRACT TIME:

The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.

CONTRACTOR:

The successful Bidder who subsequently enters into the Agreement.

MODIFICATION:

A document issued after execution of the Agreement with the intent of amending the terms thereof, including (i) a written amendment to the Agreement signed by both parties, (ii) a Change Order, (iii) a written order for a minor change in work issued by the Architect/Engineer.

OWNER:

The state agency identified in the ITB Bid Documents and the Agreement.

PROJECT:

The Project identified in the ITB Bid Documents and the Agreement.

SUBSTANTIAL COMPLETION:

"Substantial Completion" shall mean that the Project is sufficiently completed in accordance with the Contract Documents, so that Owner can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the Contract Documents. The term "Substantial Completion" shall not mean the inclusion of such minor alterations and patching as the Final Inspection shall disclose.

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SECTION B – CONDITIONS FOR SUBMITTING A BID

B-1 LICENSURE AND REGISTRATION REQUIREMENTS

Each Bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489, 607, 617, 620 or 633 of the Florida Statutes for licensure must hold a valid current license as required by the Statute. If the Bidder is a corporation, it must also be properly registered with the State of Florida, Department of State, Division of Corporations.

B-2 FAMILIARITY WITH LAWS

Bidders are required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve it from responsibility.

B-3 FLORIDA PRODUCTS AND LABOR

Bidder's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts Florida products and labor shall be used wherever price and quality are equal.

B-4 PERMITS

Bidders will be obligated to identify and obtain all necessary permits for the Project. Bidders shall include the cost of all such permits in its Bid. Such permits include but are not limited to the building permit, any plumbing, electrical, other internal system permits, and any connection permits.

B-5 TAXES

Although Owner is not subject to the Florida Sales and Use Tax, any contractor who purchases materials and services, which will be used in the construction of State-owned buildings, will not be exempted from the Tax on these materials and services as evidenced by the following excerpt from the Florida Statutes:

"The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof."

Owner is not subject to:

1. Federal Excise Taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
2. Federal Tax on Transportation of Property.

In every case of a purchase of materials to be incorporated in the work, which are subject to Federal Excise Tax, Owner will furnish to contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and Federal Excise Tax separately.

Bidder shall take these factors into consideration in preparing its bid, including therein the cost of the State

Sales Tax and Use Tax on materials, but excluding the cost of those taxes not applicable.

B-6 ALTERNATES

If Owner wishes to learn the relative or additional construction cost of an alternative method of construction, an alternative use or type of material or an increase or decrease in scope of the Project, these items will be defined as alternates and will be specifically described by the ITB Documents. Alternates will be listed in the **Bid form (EXHIBIT 2)** in a manner that the Bidder shall be able to clearly indicate what sums he will add to (or deduct from) its Base Bid.

B-7 ADDENDA

In case the Architect/Engineer or Owner finds it expedient to supplement, modify or interpret any portion of the ITB Documents during the ITB period, such procedure will be accomplished by the issuance of written Addenda to the ITB Documents, which will be posted to: http://vbs.dms.state.fl.us/vbs/main_menu. Each Bidder is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement. The Commission bears no responsibility for any delays, or resulting impacts, associated with a Bidder's failure to obtain the information made available through the Vendor Bid System.

B-8 INTERPRETATION OF ITB DOCUMENTS

No interpretation of the meaning of the Drawings, Specifications or other ITB Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made to any Bidder orally. Every request for such interpretation or correction shall be in writing and addressed to the Architect/Engineer. All such interpretations and supplemental instruction will be in the form of written Addenda to the ITB Documents.

Only the interpretation or correction so given by the Owner or Architect/Engineer in writing shall be binding, and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB Documents.

B-9 EXAMINATION OF ITB DOCUMENTS AND WORKSITE

Bidders are required, before submitting their bids, to visit the site of the proposed work and completely familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be performed and the equipment, materials and labor required. They are also required to examine carefully any Drawings, Specifications and other ITB Documents to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work.

The Owner is presumed to be the owner of all drawings and specifications and Contractor may not use those documents except as authorized herein or in Article 1.6 of the AIA Document ("Ownership and Use of Drawings, Specifications and Other Instruments of Service").

B-10 BASIS FOR BIDS - TRADE NAMES

For clarity of description and as a standard of comparison, certain equipment, materials, etc., have been specified by at least two trade names or manufacturers. To ensure a uniform basis for negotiation, the Bidder shall base its Bid on the particular system, equipment or material specified. After the contract is let, other equipment materials, etc., as manufactured by other manufacturers may be accepted only if, in the opinion of the Owner or Architect/Engineer, same is equivalent in quality and workmanship and will perform its intended purpose satisfactorily.

B-11 BID GUARANTEE

On projects where the base bid and sum of all additive alternates exceeds \$100,000.00 the bid shall be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid.

The bid bond may be a Cashier's check, Official bank check, Money Order or Bid Bond made payable to Owner. If a bid bond is submitted, it must be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety Company issuing the Bond and the Power of Attorney must be attached to the Bid Bond. Such check or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder **(a) will not withdraw its bid for sixty (60) days after the scheduled date of opening of the bids**; (b) will enter into a written contract with Owner in accordance with the form of Agreement attached as **EXHIBIT 1** within ten (10) calendar days after receiving the executable copies, and (c) will diligently pursue the required Performance Bond and Labor and Material Payment Bond and provide such bonds within ten (10) calendar days after receiving the Agreement. In the event Bidder fails to perform as described in the preceding sentence, the Bidder shall be liable to Owner for the full amount of the bid guarantee as representing the damage to Owner on account of the default.

The Bid Bond, Cashier's check, Official bank check or Money Order of any Bidder will be returned upon its request, provided it has not been notified of the acceptance of its bid prior to the date of such request.

B-12 SURETY COMPANIES ACCEPTABLE TO STATE

To be acceptable to the State as Surety for Bid Bonds, Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Office of Insurance Regulation, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the ITB is issued.

B-13 PREPARATION AND SUBMISSION OF BIDS

Each Bidder shall submit its Bid on Bidder's letterhead using the **bid form (EXHIBIT 2)** supplied by the Owner and indicating its bid prices for the Base Bid and any alternates on which they bid. Any erasure or other corrections in the bid may be explained or noted over the signature of the Bidder.

Bids containing any conditions, omissions, unexplained erasures, alterations, items not called for or irregularities of any kind may be rejected by Owner.

Each bid should show the full business address of the Bidder and state whether it is an individual, corporation or partnership. The bid should be submitted in a sealed envelope. The envelope must be clearly marked on its face as follows:

"SEALED BID - BID NO. FWC 18/19- 11C"

Each Bidder must fill in the Bid Number and submit the Bid prior to the time and the place specified in the ITB Documents. Sealed Bid envelopes submitted by mail or by delivery service must be delivered within a separate mail or delivery envelope, also marked "SEALED BID". Bids not delivered in sealed envelopes may be returned to the Bidder.

B-14 LISTING OF SUBCONTRACTORS

In order that Owner may be assured that only qualified and competent subcontractors will be employed on the Project, each Bidder shall submit with its Bid a **list of the subcontractors (EXHIBIT 3)** who will perform the work for each Division of the Specifications utilizing the form supplied by Owner. The Bidder shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by this Agreement and is qualified both technically and financially to perform that pertinent phase of this work for which he is listed. Only one subcontractor shall be listed for each phase of the work.

Any Bidder who lists a subcontractor not certified and/or registered by the State to perform the work of its trade if, such certification or registration is required for the trade by Florida Laws, will be rejected as non-responsive.

No change shall be made in the list of subcontractors, before or after the award of a contract, unless agreed to in writing by Owner.

B-15 SUBCONTRACTOR DATA

Within 10 working days after Bids are opened, the apparent low Bidder shall submit to Owner's Contract Manager the following for each subcontractor.

1. Complete name, address and phone number.
2. Corporate Charter Number. (If applicable).
3. License Number.
4. Name of record license holder.

B-16 WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

B-17 DISQUALIFICATION OF BIDDERS

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such Bidders are believed to be interested.

B-18 RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the ITB Documents. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of Bids, the Bids will be read out loud.

B-19 REJECTION OF BIDS

Owner reserves the right to reject any and all Bids which, in Owner's judgment, do not meet the Owner's needs.

B-20 DETERMINATION OF SUCCESSFUL BIDDER

All projects except where competitive bidding is waived under the provisions of Rule 60D-5.008, Florida Administrative Code, will be publicly bid in accordance with the provisions herein. Award of contract will be made to the responsive bidder, determined to be qualified in accordance with the provisions herein and meeting the requirements of the bidding documents, that submits the lowest valid bid for the work. The lowest bid will be determined as follows:

The lowest bid will be the bid from the responsive bidder that has submitted the lowest price for the base bid or the base bid plus the additive alternates or less the deductive alternates chosen by the Agency to be included in or excluded from the proposed contract, taken in numerical order listed in the bid documents. The order of the alternates may be selected by the Agency in any sequence so long as such acceptance out of order does not alter the designation of the low bidder.

On projects whose bidding documents provide for evaluation of the bids based on first cost and life cycle cost and performance criteria, the lowest bid will be the bid by the firm whose bid products are determined to yield the lowest total cost in accordance with the criteria set forth in the bidding documents

On projects where the Department determines that it is in the best interest of the state the Owner may commence negotiations with any or all of the Bidders based on the submitted bids that in the Owner's judgment best meets the Owner's needs.

The Agency reserves the right to inspect the prospective Contractor's materials and experience prior to making an agency decision. If the Agency determines that the Contractor has submitted the lowest bid does not have sufficient experience, equipment, etc. to meet the specifications of this bid, the Agency reserves the right to reject the Contractor and to evaluate the next lowest Contractor.

B-21 NOTICE AND PROTEST PROCEDURES

1. Notification.

- a. Bid Solicitation: Owner shall provide notice of its decision or intended decision concerning the terms of an ITB by distribution of ITB Documents.
- b. Contract Award: Notice of a decision or intended decision on contract award or Bid rejection shall be given by posting at the location where the Bids were opened, by electronic posting or by direct or electronic communication to Bidders.

2. Protest.

- a. Any person who is affected adversely by Owner's decision or intended decision shall file with Owner a notice of protest in writing within 72 hours, excluding Saturday, Sunday and State legal holidays, after (i) receipt of the ITB Documents if the protest is directed toward the ITB Documents, or (ii) notice of Owner's decision or intended decision on contract award or Bid rejection if the protest is directed toward contract award or Bid rejection.
- b. Thereafter, a formal written protest by petition in compliance with Section 120.57(3), Florida Statutes, and Rule 28-110, Florida Administrative Code, must be filed with Owner within ten (10) days after the date the notice of protest was filed.
- c. Failure to file a timely notice of protest or a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to posting of the Bid tabulation or receipt of the notice of the agency decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

3. Owner Action.

- a. Upon receipt of a notice of protest that has been timely filed, Owner shall delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless Owner sets forth in writing particular facts and circumstances which require the continuation of the ITB process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare; provided, however, that if the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.
- b. Upon receipt of the formal written protest petition which has been timely filed, Owner shall attempt to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturday, Sunday and legal State holidays.
- c. If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, Owner may designate a Hearing Officer who shall conduct an informal proceeding pursuant to Section 120.57(2), Florida Statutes. The qualifications of such designated Hearing Officer shall be: (i) a member in good standing of The Florida Bar; or (ii). a person knowledgeable by virtue of practical experience of the procedures relating to soliciting and evaluating Bids for state contracts. Notice of informal proceedings shall be given no less than three days prior to the proceeding. The proceeding may be held before Owner.
- d. If there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings of Department of Administration, State of Florida, for proceedings under Section 120.57(1), Florida Statutes.

SECTION C – CONTRACT CONDITIONS

C-1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Contractor shall furnish the Owner's Contract/Project Manager with a 100% Performance Bond and 100% Labor and Material Payment Bond written by a Surety Company acceptable to Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond and Labor and Material Payment Bond. The bonds shall be substantially in the form shown in **EXHIBITS 4 and 5**.

The cost of all Performance Bonds and Labor and Material Payment Bonds shall be borne by Contractor. The bonds shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on that date of the bond. In the usual case, conferring of that authority has occurred prior to the date of the bond, and the document showing the date of appointment and enumeration of powers of the person executing the bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same date as the bonds and the bonds shall be dated the same date as the Agreement.

C-2 MODIFIED TERMS AND CONDITIONS IF BONDS ARE NOT REQUIRED

On very rare occasions the Owner may decide that the bond requirements should be waived. If the bond requirements have been waived as indicated in the ITB Documents then these General Terms and Conditions are modified as follows:

1. Paragraph B, items 1-7, of Section C-24 hereinafter shall be deleted and replaced in its entirety with the following:
 - (a) Within thirty (30) calendar days from Owner's receipt and acceptance of a certificate of payment, Owner shall pay, or cause to be paid to Contractor, 90% of that portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the work, and 90% of that portion of the Contract Sum properly allocable to materials and equipment suitable stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments.
 - (b) In case of default by Contractor, the laborers, materialmen and subcontractors defined in F.S. 713.01, making claims for unpaid bills, will be paid from the ten percent (10%) retainage on a pro rata basis as stated in Rule 60D-5.0041, Florida Administrative Code.
 - (c) Contractor shall provide a certified list of all subcontractors, laborers and material suppliers to the owner within thirty (30) calendar days of receiving its notice to proceed with Construction (Exhibit 6). This list shall be updated thereafter each month with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers and material suppliers furnishing labor, material and/or equipment for the Project. An updated copy of this

certified list shall accompany each pay request.

(d) Contractor shall provide a written statement with each pay request to Owner which indicates how each payment requested will be distributed to subcontractors, laborers and material suppliers. This pay request breakdown shall define the disbursement intended for all of the funds requested.

(e) Contractor shall provide a written statement, with all but the first payment request, from each of the laborers, subcontractors and material suppliers indicated in (c) above that they have in fact received payment as indicated in the preceding statements. In the event any payment is not made as indicated on a prior statement noted in (c) above, Contractor shall furnish an explanation as to the reasons for such deviation and shall request approval from Owner.

(f) When Contractor receives any payment, it shall pay such monies received to each subcontractor, laborer and material supplier in accordance with F.S. 287.0585.

(g) Architect-Engineer may, on request at its discretion, furnish to a laborer, subcontractor or material supplier, if practical, information regarding the percentages of completion of the amount applied for by Contractor and the action taken thereon by Architect-Engineer on account of charges by the laborer, subcontractor or material supplier.

(h) Neither Owner nor Architect-Engineer shall be obligated to pay or to see to the payment of any monies to any laborer, subcontractor or material supplier except as specified above or as otherwise be required by law.

(i) No certificate for a progress payment, nor any progress payment, nor any use or occupancy of the Project by Owner, shall constitute an acceptance of any work not performed in accordance with the Contract Documents.

2. The second paragraph of Section C-25 shall be deleted and replaced in its entirety with the following paragraphs:

Within thirty (30) calendar days after receipt of Contractor's final Application For Payment, Owner shall pay or cause to be paid the entire unpaid balance of the Contract Sum, less any amount which continues to be retained to satisfy the cost of performing any change in the work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the Contractor, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion.

The final payment shall not be made until the Project has been inspected by the Architect; until the Architect has issued a written certificate that the Project has been constructed in accordance with the Contract Documents and Owner has accepted the Project.

The final payment shall not be made until Contractor has supplied Owner with signed and dated statements from all laborers, materialmen and sub-contractors, as defined in F.S. 713.01 and as identified by Contractor on its monthly progress payments, that they have no claims against Contractor for the work under the contract. Said statements shall identify the Project by name and project number.

C-3 EXECUTION OF AGREEMENT AND BONDS

Contractor shall execute all required forms of the Agreement and return them within ten (10) calendar days of receipt. Failure to return all forms correctly executed within ten (10) calendar days of receipt, without an extension by Owner otherwise, shall constitute an irregularity and deemed grounds, at Owner's option, for rejection of the Bid.

If Contractor is a partnership, the Agreement shall be executed in the name of the partnership by a general or managing partner. If Contractor is a corporation, the Agreement shall be executed in the name of the entity by a duly authorized officer. If the Contractor is an limited liability company (LLC), the Agreement shall be executed by a managing member or manager of the company.

The Performance Bond and Labor and Material Payment Bond shall be executed on behalf of Contractor in the same manner and by the same person who executed the Agreement.

C-4 CONTRACTOR'S INSURANCE

Reasonably Associated Insurance: During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Workers Compensation: To the extent required by Chapter 440, F.S., the Contractor will either be self insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

General Liability Insurance: By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Insurance Required for Performance: During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

Written Verification of Insurance Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within five (5) days of the execution date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

Commission Not Responsible for Insurance Deductible: The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

C-5 NOTICE TO SECURE PERMITS AND UTILITY CONNECTIONS; NOTICE TO PROCEED;

Once the Agreement is fully executed, the Contractor will be given a notice to secure and pay for all required permits (**EXHIBIT 7**) from all agencies with jurisdiction over the area in which the Project is located and to pay all required connection fees from all agencies supplying utilities to the Project.

Contractor is allowed thirty (30) calendar days from the time of this notice to secure and pay for those required permits and utility connections, if such permits or connection fees are required before construction can start. Special permits such as tree removal, Water Management District, Dept. of Environmental Regulation, septic tank, etc., may be necessary before construction can start. If additional time is required, Contractor will request approval of a time extension for good cause for the purpose of obtaining any permit required prior to commencing construction on the site.

Upon paying for all required connections and securing the Building Permit, Contractor shall notify the Architect/Engineer and Owner. The Notice to Proceed to Mobilize On-Site and to Proceed with Construction (**EXHIBIT 6**) will then be issued by Owner.

C-6 PUBLIC NOTICE

Immediately following receipt of Notice to Proceed as prescribed in Section C-4 hereinabove, Contractor shall post a notice in the following form in a conspicuous place on the Project site:

"Notice is hereby made to all those concerned and affected that (Contractor's Name) is performing (Project Name, Bid Number at Project Location).

All parties furnishing labor, materials and/or equipment to said project are to provide notice of such in writing by certified mail to Florida Fish and Wildlife Conservation Commission at the (Owner's Address) within twenty (20) calendar days of first providing such labor, materials and/or equipment."

C-7 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The work to be performed under the Agreement shall (i) be commenced within ten (10) calendar days after

date of Notice to Proceed; (ii) attain Substantial Completion by the time set forth in the attached "Supplementary Terms and Conditions" (the "Substantial Completion Date"), and (iii) be finally complete within 30 days of the Substantial Completion Date.

Because failure to complete the Project in a timely basis will result in substantial injury to Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if Substantial Completion does not occur by the Substantial Completion Date, Contractor shall pay to Owner as liquidated damages for such delay, and not as a penalty, the amount set forth in the attached "Supplementary Terms and Conditions" for each and every calendar day elapsing between the Substantial Completion Date and the date such substantial completion shall have been fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by Contractor to Owner under Section C-38 ("Termination") and shall not exclude the recovery of damages by Owner under other provisions of the Contract Documents, except for Contractor's delay. This provision of liquidated damages for delay shall in no manner affect Owner's right to terminate the contract as provided in Section C-38 or elsewhere in the Contract Documents. Owner's exercise of the right to terminate shall not release Contractor from its obligation to pay said liquidated damages in the amounts set out above.

In the event of termination of the Agreement by Owner prior to the Substantial Completion Date, Contractor shall be liable to Owner for the expenses for additional managerial and administrative services provided in Section C-38 and also for the per diem liquidated damages at the rate specified in the Agreement:

1. for each day it is in arrears in its work at the time of said termination as determined by the Architect/Engineer, and
2. for an additional thirty (30) calendar days, hereby stipulated and agreed to be the time it will require Owner to effect another contract for completion of the Project and for resumption of work thereon.

Provided, however, that the sum of 1 and 2 above shall not exceed the number of days beyond the Substantial Completion Date, or any reasonable extension thereof.

Owner may deduct from any balance retained by Owner, the liquidated damages for delay or termination, as the case may be, or such portions thereof as the retained balance will cover.

C-8 CONSTRUCTION SCHEDULES

Within twenty (20) calendar days after the date of Owner's issuance of a Notice to Proceed, Contractor shall prepare and submit to the Owner/Architect/Engineer a construction schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which Contractor proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity.

At least once each month, the Owner or Architect/Engineer will determine whether the schedule developed and submitted by Contractor meets the requirements stated above and whether the progress of the work complies with Contractor's schedule. Contractor shall provide an updated schedule with each request for partial payment. Failure of Contractor to develop, submit and conform to a construction schedule as

contemplated herein shall be sufficient grounds for the Owner or Architect/Engineer to find Contractor in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, Contractor shall, at the end of each calendar month, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events affecting the progress of work already performed or yet to be performed in contrast with the construction schedule last submitted. Each such update and/or revision to the construction schedule shall be submitted to the Owner or Architect/Engineer. Failure of Contractor to update, revise and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Architect/Engineer to find Contractor in substantial default and certify to Owner that sufficient cause exists to terminate the Contract or to withhold payment to Contractor until a schedule or schedule update acceptable to the Architect/Engineer is submitted.

Contractor shall have the option of scheduling a Substantial Completion Date earlier than the date established by the Contract Documents; provided, however, in such event, such earlier Substantial Completion Date will be recognized by Owner only as a matter of convenience to Contractor and shall not change the date for Substantial Completion established by the Contract Documents or be otherwise binding on Owner or anyone under Owner's control; and provided further, however, in such event, should events occur during performance of the work necessary to complete the Project which would justify the granting to Contractor of an extension of the Contract Time pursuant to the provisions of the AIA Document, Contractor shall be entitled to receive only such an extension of Contract Time as is determined by the Owner or Architect/Engineer to be due Contractor as follows:

1. If the currently approved Contractor's schedule indicates completion ahead of the contractually established date for Substantial Completion, the time extension to the Agreement shall only be determined, when the total time directly affecting the critical path of the schedule is added to the end date of the schedule thereby making a new end date beyond the contractual completion date. The time extension will only be for the time between the currently approved contractual completion date and the new schedule end date.
2. If the currently approved Contractor's schedule indicates completion at or after the contractually established date for Substantial Completion, the time extension shall only be added to the contractually established date for the substantial completion and shall be determined by the Architect/Engineer as the portion of delay time directly affecting the critical path of the current approved contract schedule.

C-9 VERIFICATION OF OWNER'S SURVEY DATA

Prior to commencing any excavation or grading, Contractor shall satisfy himself as to the accuracy of all survey data as indicated in these plans and specifications and/or as provided by Owner. Should Contractor discover any inaccuracies, errors, or omissions in the survey data, he shall immediately notify the Architect/Engineer in order that proper adjustments can be anticipated and ordered. Commencement by Contractor of any excavation or grading shall be held as an acceptance of the survey data by him after which time Contractor has no claim against Owner resulting from alleged errors, omissions or inaccuracies

of the said survey data.

C-10 CONSTRUCTION SITE AND FACILITIES

Sanitary Provisions. Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with regulations of the County or the Department of Health. No nuisance will be permitted.

Temporary Wiring. Contractor shall meet all safety requirements of the National Electric Code, Florida Department of Commerce, Bureau of Worker's Compensation or local requirements. In addition, all wire shall be so sized that it is not over-loaded according to the National Electric Code, and any wire used shall be fused to adequately protect that wire according to the Code referred to. Contractor shall have an adequate number of outlets and each outlet shall be properly and clearly labeled with the maximum voltage and fuse protection. Where temporary lighting is used, outlet shall consist of weatherproof socket insulated and provided with a locking type wire guard. All devices shall be properly grounded.

Storage and Work Areas. At the start of the operations Contractor shall make arrangements with the Architect/Engineer's field representative and Owner's representative for the assignment of storage and work areas. During construction Contractor shall maintain the areas in a neat condition.

Contractor's Field Offices. Trailers may be used for field offices, but their use as living quarters for personnel shall be limited to one staff member such as a night watchman or a superintendent.

Underground Utilities. Contractor shall meet all requirements of the United States Department of Labor Occupational Safety and Health Administration (OSHA) in the performance of work related to excavations for underground utilities, foundations and other subsurface work. Contractor shall conduct thorough training in OSHA standards and requirements on a continuing and regular basis throughout the execution of such work.

Cleaning. Contractor shall keep the site and surrounding areas reasonably clean and free of trash at all times. At Substantial Completion, the entire area shall be thoroughly cleaned, including all window glass, hardware, plumbing fixtures, electrical fixtures, tile work, etc., and shall be kept clean until final completion. Contractor shall replace all broken or defective glass and replace all air conditioning filters (any fixed grills or permanent filters shall be cleaned). If Contractor fails to clean up as required in this section, Owner may do so itself and charge the cost to Contractor.

C-11 DRAWINGS, SPECIFICATIONS, ETC. – COPIES, CHANGES, OWNERSHIP

Promptly after the Project is awarded to Contractor, the Architect/Engineer will provide Contractor with CAD plot and print files of all Project drawings and specifications. Contractor shall immediately indicate plainly and conspicuously on the field set of drawings and at appropriate paragraphs in the specifications, all changes or corrections made by Addenda and Change Orders as they are issued.

The Architect/Engineer is presumed to be the author and owner of all drawings and specifications prepared by it, and Contractor may not use those documents except as authorized herein. The provisions of Article 1.6 of the AIA Document ("Ownership and Use of Drawings, Specifications and Other Instruments of Service") shall apply.

C-12 SHOP DRAWINGS

Shop drawings shall be submitted for manufactured or fabricated materials as called for in the separate specification sections. Drawings shall be fully identified by project name, location, supplier's name, date, drawing number, specifications section reference, etc. Contractor shall submit, with such promptness as to cause no delay in its work, or in that or any other Contractor, four (4) copies (in addition to those copies necessary for its own requirements) of all shop drawings, and schedules, required for the work of the various trades, to the Architect/Engineer for approval. Contractor shall make no deviation from the approved drawings or the changes made thereto by the Architect/Engineer, if any.

It shall be the responsibility of Contractor to properly schedule the submission of shop drawings for approval to allow adequate time for checking of drawings, manufacture and shipment of items to job site in sufficient time to prevent delay in Progress Schedule.

It shall also be the responsibility of Contractor to coordinate the preparation of shop drawings of items, which will be furnished by more than one manufacturer but are designed to interface when installed.

Shop drawings submitted to the Architect/Engineer for its approval shall first be checked and approved by Contractor, the prima facie evidence of which shall be a "checked" stamp marked "Approved", or "Approved as Noted" on each copy of each shop drawing, placed thereon by Contractor. Shop drawings received without Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the Architect/Engineer and marked by him in one of the following ways:

1. Approved as drawn.
2. Approved as noted.
3. Returned for correction.
4. Not approved.

Submission and Approval of Shop Drawing & Sample Schedule

If and when required by the Architect/Engineer, Contractor shall prepare and submit in to the Architect/Engineer a completely itemized Schedule of Shop Drawings, brochures and other descriptive literature, listing each and all such items as required under these specifications, which schedule shall indicate for each required item:

1. Identification as to pertinent Specification Division.
2. Item(s) involved.
3. Name of pertinent subcontractor or supplier and the name of pertinent manufacturer.
4. Schedule date of delivery of pertinent items to the Project.

The subcontractors for all phases of the Project shall submit through the Contractor complete brochures covering all materials and/or equipment proposed for use in the execution of the work as required by their respective Divisions of the Specifications. These brochures shall be indexed and properly cross referenced

to the plans and specifications for easy identification.

All shop drawings, setting drawings, material brochures, samples and/or color selection materials, which are required and are not included in the foregoing shall be submitted via the Contractor. Insofar as is possible or practical, all shop drawings or descriptive literature of equipment for the mechanical or electrical trades shall be submitted in a complete brochure for each trade as soon as possible after Notice to Proceed is executed.

Owner will not grant time extension based on delays due to improper scheduling of work; and Owner, at its discretion, may withhold progress payments until such time as these requirements are fully satisfied.

C-13 REFERENCE TO A.S.T.M. OR FEDERAL SPECIFICATIONS

Where reference is made to the Standard Specifications of the American Society for Testing and Materials (A.S.T.M.) or to the United States Government Federal Specifications, or to other standard specifications of other associations or trade organizations, in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition effective as of the date Bids are opened by Owner, unless otherwise expressly provided in the Contract Documents.

C-14 MANUFACTURER'S SPECIFICATIONS

Where the name of a concern or manufacturer is mentioned on drawings or in specifications in reference to a required service or product, and no qualifications or specification of such is included, then the material gauges, details of manufacture, finish, etc., shall be in accordance with its standard practice, direction or specifications. Contractor shall be responsible for any infringement of patents, royalties, or copyrights, which may be incurred thereby.

C-15 TESTS AND INSPECTIONS

The provisions of AIA Document Article 13.5 ("Tests and Inspections"), shall apply, subject to the other terms in this the Agreement and the following modifications: (i) delete last sentence of Article 13.5.1; and (ii) add the following:

Inspections: The Project will require detailed code compliance inspections by the local authorities with jurisdiction over the area in which the Project is located. The disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, electrical, fire safety and general building. Contractor shall make all permits, drawings, specifications, previous inspection reports, and change documents available to Code Inspectors. Contractor shall provide a copy of each inspection report to the Architect/Engineer in a timely fashion.

Contractor has responsibilities relative to all types of inspections and is responsible for contacting all of the inspecting entities to determine its responsibilities. Each inspecting entity imposes unique and separate responsibilities. One inspection from an entity will not substitute for an inspection from another entity. The Architect/Engineer may also have responsibilities, relative to inspections.

Owner and/or the occupying state agency representatives may perform their own inspections upon reasonable notice.

Testing: The Architect/Engineer shall designate the tests which shall be made, and the Contractor shall

not obligate the Owner for tests without the Architect/Engineer's approval.

Certain tests are required as part of the Agreement and shall be paid for by Contractor. These are specifically named in the technical specifications and the types of tests are as follows:

1. Where tests are required by the technical specifications for materials, methods or equipment, Contractor shall pay the cost of initial tests to prove qualities and determine conformance with specification requirements, e.g., mill tests on cement and steel; load testing of piling; sieve analysis and calorimetric tests on sand; strength tests for determining proportions of materials or concrete, moisture content and sound transmission tests of concrete blocks, etc;
2. If Contractor proposes substitute materials or equipment, Contractor shall pay for all tests requested by Architect/Engineer to ensure the specification requirements are satisfied;
3. If materials or workmanship are used which fail to meet specification requirements Contractor shall pay the costs of all coring or other tests deemed necessary by Architect/Engineer to determine the safety or suitability of the material or element;
4. The Contractor shall pay for all testing costs, including but not limited to; power, fuel, equipment and systems for proper operation such as electrical, plumbing, heating ventilation, air conditioning, elevator, dumbwaiters and conveyors, etc.

All other tests performed at the direction of the Architect/Engineer or the Owner shall be paid for by the Owner, except to the extent that the costs of performing such tests are otherwise chargeable to the Contractor under provisions of the Contract Documents.

C-16 APPROVAL OF MATERIALS

A list of all materials, equipment, etc., together with manufacturer's drawings and catalog information shall be submitted to the Architect/Engineer for approval prior to ordering material or equipment but not later than forty-five (45) calendar days after receipt of Notice to Proceed. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Architect/Engineer to determine whether same meets specifications. The Architect/Engineer's approval will not relieve Contractor of the responsibility for performance of any terms of the Agreement.

If the submittals reflect any changes from the plans or specifications, these changes should be clearly indicated by Contractor.

C-17 PROHIBITED MATERIALS - ASBESTOS

Per Section 255.40, Florida Statutes, the use of asbestos or asbestos-based fiber materials is prohibited in any buildings, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity. Bidder shall provide a completed copy of **Certificate of Specification — No Prohibited Hazardous Materials (EXHIBIT 8)** with their bid.

C-18 ITEMS PRODUCED BY RESPECT OF FLORIDA AND PRISON INDUSTRIES – PRIDE

The following language is mandated by Section 413.036(3), Fla. Statutes:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SUBSECTIONS 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Owner will use good faith efforts to notify Contractor of any items required to be purchased from RESPECT under this section. Contractor may obtain additional information about RESPECT at <http://www.respectofflorida.org>.

The following language is mandated by Section 946.515, Fla. Statutes:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4); AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE OWNER INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Owner will use good faith efforts to notify Contractor of any items required to be purchased from PRIDE under this section. Contractor may obtain additional information about PRIDE at http://www.pride-enterprises.org/Products_Services.aspx

C-19 SUBSTITUTIONS

Substitutions for a specified system, product or material may be requested of the Architect/Engineer and the Architect/Engineer's written approval must be obtained before substitutions will be allowed. All requests for substitutions should be submitted within forty-five (45) days after award of Contract. Substitutions requested after this date may receive no consideration.

In making requests for substitutions Contractor shall list the particular system, product, or material he wishes to substitute, the justification for such a request, and the amount he will add or deduct from the contract sum if the substitution is authorized by Owner and approved by the Architect/Engineer.

C-20 CONSTRUCTION CLIMATE CONTROL

It shall be the responsibility of Contractor to provide at its expense, the power, fuel and equipment necessary to maintain climatic conditions and humidity when specified, required for work in progress, or required to protect materials, finishes, equipment or systems installed until the final acceptance of the

Project by Owner.

C-21 AS-BUILT DRAWINGS

During the progress of the work, Contractor shall require the plumbing, mechanical, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. Contractor shall also record all drawing revisions that have been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Upon Substantial Completion, this data shall be recorded to scale using AutoCAD, version 2004 or later. Two (2) sets of disk files will be furnished to Contractor by the Architect/Engineer, but cost shall be borne by Contractor. Each drawing shall be bound, without external references, noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

Contractor shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When ductwork, manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, Contractor shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for this Project. The disks shall be submitted to the Architect/Engineer when completed, together with two sets of black-line prints for certification and forwarding to Owner, at the time of final completion.

C-22 GUARANTEES AND OPERATING INSTRUCTIONS

Contractor shall provide full cooperation to Owner in the production of video tape instructions for the operation and maintenance of all HVAC, fire alarm, sprinkler, irrigation, computer and other systems essential to efficient utilization of the building grounds. Owner personnel or its agents shall perform the actual taping, editing and production of such instructional tapes. Cooperation of the on-site representative of Contractor shall be the responsibility of Contractor, whose representatives are to coordinate instructional activities with Owner and its personnel or agents.

All work performed by Contractor in completing the Project shall be guaranteed by Contractor against all defects resulting from the use of materials, equipment and workmanship for a period of one year from the date of Substantial Completion of the Project.

If, within any guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the Architect/Engineer is rendered necessary as a result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the Contract, Contractor shall, promptly upon receipt of notice from Owner and without expense to Owner, proceed to:

1. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and
2. Make good all damages to the structure or site or equipment or contents thereof, which, in the

opinion of the Architect/Engineer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and

3. Make good any work or materials or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.

If Contractor, after receipt of any such written notice, fails within seventy-two (72) hours to commence at the job site with performance of the work necessary to remedy all defects in the work described in such notice so as to provide Owner with the Project completed in accordance with all requirements of the Contract Documents, or fails to complete the performance of such remedial work within a reasonable time after commencing same, Owner shall be entitled to have such defective work remedied on the account of Contractor and its Surety, in which event, Contractor and its Surety shall be fully liable for all costs and expenses reasonably incurred by Owner in having such defective work remedied.

Contractor shall be responsible for collecting, identifying, indexing, and collating the following materials from the sub-contractors, and will deliver four copies of the finished document to the Architect/Engineer for checking of correctness.

Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties addressed to the State Agency for which the construction is being performed, as applicable, for each and every piece of Fixed Equipment furnished under this Agreement to be supplied in a ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name, address, office and home phone numbers, make and model numbers, operating design and characteristics, etc., will be required. All information submitted shall be updated to reflect existing conditions.

Subsequent to the time of Substantial Completion and receipt of As-Builts, Operations and Maintenance Books but prior to the date of Final Acceptance, Contractor and/or Subcontractor shall provide a competent and experienced person (or persons) thoroughly familiar with the work for a reasonable period of time to instruct the State Agency personnel in operation and maintenance of equipment and control systems.

This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied.

C-23 CHANGES AND DELAYS IN THE WORK

During the course of Contractor's performance under the Agreement, certain events may occur which have the effect of changing the conditions, nature or extent of the work to be performed as specified in the Bidding Documents. The occurrence of these events may result in the issuance of a Change Order (**EXHIBIT 16**) and/or delays in the performance of work.

Change Orders - Change Orders may cause Contractor to incur greater or less cost and expense to perform the work than planned to be incurred in Contractor's successful bid, in which event Contractor or Owner

shall respectively be entitled to either an increase or decrease in the Contract Sum to the extent such greater or less cost and expense results. The party entitled to the benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the first occurrence of such event(s), present written demand therefore on the other party through Architect-Engineer. Should Contractor and Owner be unable to settle and dispose of such demand within thirty (30) calendar days from the date any such claim is presented, then such demand shall be referred to Architect-Engineer for determination, which determination shall be final and binding unless appealed in accordance with applicable provisions of this Agreement. The amount of any increase or decrease in the Contract Sum shall be governed and controlled by strict adherence to the following guidelines and limitations, and neither party shall receive any monetary consideration beyond that which is authorized below.

All adjustments to the Contract Sum resulting from a change in the work shall be determined by the measure of actual or estimated as the case may be, out-of-pocket costs and expenses incurred or spared by Contractor for labor, materials, equipment, and equipment rental, plus overhead and profit thereon, for performing the changed work.

1. Labor costs shall be inclusive of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.
2. All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax, where applicable.
3. Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:
 - a. Overhead and profit for the Contractor shall be calculated at the rate of 15% of the labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of Contractor.
 - b. Overhead and profit for the Contractor shall be calculated at the rate of 7.5% of the Contractor's sub-contractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus an additional 15% of all such costs, for overhead and profit to the Contractor's subcontractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's sub-contractors.
4. In addition, all adjustments to the Contract Sum resulting from a change in the work shall include all out-of-pocket expenses, incurred or spared, in performing the changes in the work for:
 - a. Paying the premiums required to obtain Performance Bonds and Labor and Material Payment Bonds called for by the Contract Documents;

- b. Paying the fee(s) required for licenses or permits called for by changes in the work;
 - c. Paying for delivery of materials or equipment to the job site;
 - d. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
 - e. Paying for testing required by the changes in the work.
5. In the event Contractor demands an adjustment in the Contract Sum, such demand shall be accompanied by paid receipts or other such written evidence satisfactory to Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work.

Delays – Contractor may request an equitable adjustment in the Contract Sum to compensate Contractor for direct and actual overhead costs (excluding profits) incurred as a result of a delay in Contractor’s performance under this Agreement if the delay (i) occurs after the Notice to Proceed is issued, (ii) is not due to a Change Order, (iii) is attributable primarily to acts or omissions of Owner, and (iv) in combination with other such compensable delays, extends for more than 10 calendar days. Contractor's exclusive remedy for all other delays in performance of the Agreement caused by events beyond its control shall be a claim for equitable adjustment in the Contract Time.

Limitation of Remedies - Contractor's remedies for delays in the progress of work under this Agreement, or for any changes in such work, shall be limited to those provided in this Section. All requests and claims for compensation and damages must be submitted as provided in Section C-39 (“Claims and Disputes”). No provision of this Agreement shall be construed as a waiver of sovereign immunity by Owner.

C-24 PROGRESS PAYMENTS

The provisions of AIA Document Articles 9.1 through 9.7 (“Payments and Completion”) shall apply, subject to the requirements of this section and the following modifications: (i) Delete Article 9.3.1.1; (ii) Delete from the sixth line of Article 9.7.1 the following: "...or awarded by arbitration"; and (iii) Delete the last sentence of Article 9.7.1 in its entirety.

Funding for this Project may have been appropriated by the State Legislature or furnished by Federal Grant to a particular State Agency, and therefore payments to Contractor may be made by the government agency based on approval of each payment by Owner.

Based upon Application for Payment submitted to the Architect/Engineer by Contractor and Certificates of Payment issued by the Architect/Engineer and accepted by Owner, Owner shall make progress payments to Contractor against the account of the Contract Sum in accordance with the following:

- 1. Within thirty (30) calendar days from Owner's receipt and acceptance of a Certificate of Payment, Owner shall pay, or cause to be paid to Contractor, 90% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the work, and 90% of that portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments. However, at the time the work is 50% complete, Owner must allow the retainage to be reduced from

10% to 5%. Pursuant to Section 255.078(4), Florida Statutes, after 50% completion of the construction services purchased pursuant to the Agreement, Contractor may present to the Architect/Engineer a payment request for up to one-half of the retainage held by Owner. Owner shall promptly make payment to Contractor, unless Owner has grounds, pursuant to Section 255.078(6), Florida Statutes for withholding the payment of retainage. If Owner makes payment of retainage to Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

2. Contractor shall promptly pay each Subcontractor in accordance with Sections 287.0585 and 255.078, Florida Statutes, upon receipt of payment from Owner out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of such Subcontractor's work.
3. The Architect/Engineer may, on request at its discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by Contractor and the action taken thereon by the Architect/Engineer on account of Work done by such Subcontractor.
4. Neither Owner nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
5. No Certificate of Payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.
6. These requirements may be modified if no bond is required. See Section C-2 above.
7. Contractor shall request such compensation by submitting:
 - (a) a properly completed and notarized Owner's Certificate of Partial Payment on the form enclosed as **EXHIBIT 9**.
 - (b) a properly completed Contractor's Minority Business Enterprises Status Report of Partial Payment on the form enclosed as **EXHIBIT 10**. This form must be submitted even if no minorities are reported.
 - (c) a Schedule of Contract Values as described below.
8. Contractor shall, within ten (10) calendar days from date of Agreement, submit to the Contract/Project for approval three copies of a Schedule of Contract Values (**EXHIBIT 11**) which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by Subcontractor item, and utilizing the Construction Specification's Institute "Master format Broadscope Section Numbers". The value of each item shall include a true proportionate amount of Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

9. The approved Schedule of Contract Values will accompany and support Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material as well as labor performed, and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.
10. The Schedule of Contract Values form approved by Owner will be used to present this and other pertinent information which will facilitate the checking and processing by Owner's representatives of Contractor's Application for Payment.

C-25 FINAL PAYMENT

The provisions of AIA Document Articles 9.8 through 9.10 ("Payments and Completion") shall apply, subject to the requirements of this section and the following modification: (i) Delete from Article 9.9.1 the words "provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the work."

Within thirty (30) calendar days from the date of Contract Completion, Owner shall pay or cause to be paid to Contractor, the entire unpaid balance of the then Contract Sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the Work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by Contractor, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the work has been satisfactorily completed, Contractor's obligations under the Contract have been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer (See Section C-23, Progress Payments). [These requirements may be modified if no bonds are required. See Section C-2 above.]

Contractor's application for final payment shall be accompanied by the following:

1. A RUSH Requisition Routing Slip (**EXHIBIT 12**).
2. Certificate of Partial Payment with original signatures and seals noted as Final Pay Request Checklist (**EXHIBIT 13**).
3. Final Schedule of Contract Values.
4. Consent of Surety to make Final Payment (Signed & Sealed)
5. Power of Attorney from Surety for Release of Final Payment (Signed, Sealed, and dated same as Consent of Surety)
6. Affidavit of Contract Completion (**EXHIBIT 14**)
 - a. **Page 1** completed by the Contractor
 - b. **Page 2** completed by Architect/Engineer
7. Certificate of Occupancy from the authority having jurisdiction.

8. Notice of Release of Lien from each Sub-Contractor who has filed Notices to Owner
9. Contractor's Guarantee of Construction for One (1) year from the date of Substantial Completion.
10. Copy of the Approval by the Architect/Engineer and the Transmittal to the State Agency of Manuals, Shop Drawings, As-Builts (2 paper sets and 2 CDs in AutoCAD .dwg format, version 2004 or later), Brochures, Warranties, and List of Subcontractors, with telephone numbers and addresses.
11. Verification that State Agency personnel have been trained in the operation of their new equipment for each System; HVAC, Controls, Fire Alarm, etc. submit Attendance Lists.
12. Fully executed Roof Warranty (if applicable) in the name of the State Agency for whom the Project is being constructed.
13. Other special warranties as required by specifications, in the name of the State Agency for whom the Project is being constructed.
14. Certificate of Specification - No Prohibited Hazardous Material

C-26 LATE PAYMENT RIGHTS

Upon receipt of an Application for Payment, Owner has thirty (30) days to inspect and approve the work. If payment is not issued within 40 days after the Application for Payment is received and the work is inspected and approved, interest at the rate specified in Section 215.422(3)(b), Florida Statutes will be due and payable in addition to the Application for Payment amount. Interest penalties of less than one (1) dollar will not be enforced unless Contractor requests payment. Applications for Payment which have to be returned because of preparation errors will result in a delay in the payment. The payment requirements do not start until a properly completed Application for Payment is provided to Owner or Architect/Engineer.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

C-27 DUTIES OF CONTRACTOR

AIA Document Article 3 ("Contractor"), shall apply subject to the other terms of the Agreement and the following modifications:

1. Add the following to Article 3.3.2: "Should the Architect/Engineer find any person(s) employed on the Project incompetent, unfit or otherwise objectionable for his duties and so certify the facts to the Contractor, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this Project without written consent of the Architect/Engineer."
2. Add the following to Article 3.8.1: "If directed by the Architect/Engineer the Contractor shall solicit not less than three Bids for the item(s), the cost of which is provided for by a specified allowance sum. The Contractor shall purchase the item(s) from one of the three Bidders as

directed by the Architect/Engineer."

3. Delete Article 3.10 ("Contractor's Construction Schedules") and refer instead to Section C-7 above.
4. Add the following to Article 3.14: "All cutting and patching work shall blend in and be plumb and square. The quality of materials used shall be the same or surpass those used in the adjacent existing construction."

C-28 DUTIES OF ARCHITECT/ENGINEER'S REPRESENTATIVE

(If one is authorized by Owner)

- A. The provisions of AIA Document Article 4.2 ("Architect's Administration of the Contract"), shall apply subject to the other terms of the Agreement and the following modifications:
 1. Add the following to Article 4.2.5: "The authorized representatives and agents of the Architect/Engineer, Owner, and the United States Federal Agencies providing monies in the form of grant-funds or loans and such other persons as the Owner may designate shall have access to and be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, other relevant data and records wherever they are in preparation and progress. The Contractor shall provide proper facilities for such access, inspections and, when required, exact duplicate copies of the aforementioned data shall be furnished."
 2. Delete last sentence of Article 4.2.10 and add the following: "The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in the Contract Documents."
- B. The Duties of the Architect/Engineer's Representative(s) shall include but not be limited to the following:
 1. Assist Contractor in obtaining interpretation of the Contract Documents from the Architect/Engineer.
 2. Conduct on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.
 3. Request additional details and/or information from the Architect/Engineer when needed by Contractor.
 4. Evaluate suggestions and/or modifications submitted by Contractor and transmit these to the Architect/Engineer with recommendations.
 5. Anticipate problems, which may create delays and problems in construction and report these to Contractor and Architect/Engineer for solution.

6. Maintain official relationship only with the General Contractor Job Superintendent(s) and communicate problems to him regardless of which sub-contractor(s) work is involved.
7. Attend all required construction conferences and participate actively in discussions of the Project.
8. When authorized by the Architect/Engineer conduct tests and inspections as required by the Contract Documents and record results of such tests and inspections.
9. Maintain a daily log of Project activity including but not limited to: hours on the job site, weather conditions, daily construction activity, number of persons in each trade on the site, general observations, written and verbal directives to Contractor and visits of governmental officials.
10. If, upon inspections or observations, work is found not to be in accordance with Contract Documents, advise the Architect/Engineer verbally and in writing. Consult with the Architect/Engineer for further directions if Contractor does not correct work as directed by the Architect/Engineer.
11. Check that tests and inspections to be performed by others, in addition to those performed by Architect/Engineer's Representatives and/or the Architect/Engineer, are actually performed; in accordance with the Contract Documents.
12. When requested, accompany all State, Federal officials on inspections of construction and record the inspection in the log.
13. Cooperate with Owner's Project Director or Inspectors and provide them with all requested information about the Project.
14. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings, and job log.
15. Review requisitions for payment submitted by Contractor and transmit to the Architect/Engineer with recommendations.
16. Participate in the inspections of construction with the Architect/Engineer and Owner's Project Director at regular intervals and at Substantial Completion and provide Architect/Engineer with information as to work which is not complete, defective, or not in accordance with Contract Documents.
17. Refer all communications from State Agencies to Owner's Project Director and to the Architect/Engineer.
18. Copy Owner's Project Director on all correspondence related to the Project.

19. Review plans, specifications and shop drawings on a regular basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise the Architect/Engineer when discovered.
20. Advise Contractor and Architect/Engineer of work being performed with unapproved shop drawings or without shop drawings when such shop drawings are required by specifications.
21. Check materials and equipment delivered to the job site against specifications, approved samples, shop drawings and related correspondence. If in conflict, advise Contractor and/or Architect/Engineer.
22. Check that Contractor is maintaining a record of notated drawings of As-Built conditions, when As-Built drawings are specified to be provided.
23. When necessary, act as liaison between Contractor and the State Agency who will occupy the Project in the coordination of the State Agency's requirements to Contractor(s) schedule.

C. The Architect/Engineer's Representative is not authorized to do the following:

1. Authorize deviations from the Contract Documents (unless approved by Architect/Engineer).
2. Expedite the work for Contractor(s).
3. Advise Contractor on building techniques or scheduling.
4. Approve Shop Drawings.
5. Issue Certificate for Payment.
6. Approve substitutions.
7. Interpret the Contract Documents except when obviously clear.

D. The Architect/Engineer's Representative should not:

1. Get involved in disputes or problems between subcontractor and subcontractor.
2. Get involved in disputes or problems between Contractor and subcontractor.
3. Offer gratuitous advice to Contractor or subcontractors on how to perform the work whether solicited from Contractors or not.
4. Communicate with State Agency's representative in any official way except as noted in

Item A-23 above.

5. Make vague and unclear log entries as to the acceptability of Contractor's work. If unacceptable and not corrected properly and in a timely way, the condition should be entered into the job log clearly as a statement made with follow-up written communication to the Architect/Engineer.
6. Order a work stoppage except in extreme emergencies and except under conditions authorized only by the Architect/Engineer.

C-29 HARMONY

Contractor is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Contractor and its Subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

Contractor further agrees that this provision will be included in all subcontracts of the Subcontractor as well as in Contractor's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

C-30 ESTABLISHMENT OF A LOCAL OFFICE

Unless waived by Owner for good cause, Bidder must agree to establish or have an active office, or an ongoing project, located within 300 road miles of the Project site.

C-31 CONTRACTOR'S WORK FORCE

The provisions of AIA Document Article 5 ("Subcontractors") shall apply, subject to the following modification: (i) Add the following to Article 5.2.1: "The Contractor shall not remove or replace subcontractors listed in his Bid subsequent to the lists being made public at the Bid opening, except upon good cause shown and only when approved in writing by the Owner."

C-33 CONTRACTOR'S WORK FORCE

The provisions of AIA Document Article 5 ("Subcontractors") shall apply, subject to the following modification: (i) Add the following to Article 5.2.1: "The Contractor shall not remove or replace subcontractors listed in his Bid subsequent to the lists being made public at the Bid opening, except upon good cause shown and only when approved in writing by the Owner."

Also, if the Contract Sum exceeds \$500,000, Contractor will perform no less than 15% of the management and construction work utilizing its own employees. The percentage shall be calculated dividing the estimated cost of labor deployed by Contractor on the Project (including overhead and profit), by the total estimated labor costs for the Project.

C-34 UNAUTHORIZED ALIENS AND EMPLOYMENT VERIFICATION

The Agency shall consider the employment by any contractor of unauthorized aliens a violation of section 274 of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this

Agreement.

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov/>

If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

C-35 APPRENTICES

If Contractor employs apprentices on the Project, the behavior of Contractor and Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Workforce Development of the Department of Education, State of Florida. Contractor will include a provision similar to the foregoing sentence in each subcontract.

Contractor shall have the option of listing all available job vacancies with the local Job Service Florida office in order to take advantage of local pools of unemployed qualified construction personnel.

C-36 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

C-37 DISCRIMINATION, DENIAL OR REVOCATION FOR THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

C-38 CRIMINAL BACKGROUND CHECKS

Criminal History Background Checks shall be obtained for all employees and agents of Contractor and its subcontractors, their agents and employees, and all other persons performing any of the work under a contract to Contractor working within buildings or facilities either owned or managed by the Florida Fish and Wildlife Conservation Commission. Contractor may also be required to perform Criminal History Background Checks for all employees and agents of Contractor and its subcontractors, their agents and employees, and all other persons performing any of the work under a contract to Contractor working within buildings or facilities owned or managed by other State Agencies.

Contractor is obligated to obtain and pay for each Criminal History Background Report (“Report”), which may be obtained by accessing the Florida Department of Law Enforcement online at <https://web.fdle.state.fl.us/search/app/default?1>. This Report can be obtained within minutes via the Internet. As of now, the cost per individual check is \$24 and can be paid for by major credit card. For assistance, the FDLE help desk is 850-410-8109.

Contractor must supply FDLE with the employee’s complete social security number to allow FDLE to run the Report. However, there is no need for FWC office to have this number in its entirety. Therefore, prior to sending reports to FWC, and to maintain confidentiality, Contractor must blacken out all but the last four digits of the individual’s social security number. FWC shall keep the records on file for a minimum of three years.

C-39 ELECTRONIC MAIL CAPABILITIES

Contractor must have full electronic mail capabilities. It is the intention of the Florida Fish and Wildlife Conservation Commission to use electronic communication for all projects whenever possible. Contractor shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.

C-40 TERMINATION OR SUSPENSION OF THE AGREEMENT

The provisions of AIA Document Article 14.1 through 14.4 (“Termination or Suspension of the Contract”) shall apply.

Also, this Agreement may be unilaterally terminated by Owner for refusal by Contractor to allow public

access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. In the event of termination due to the fault of others, Contractor shall be paid for services performed to termination date, including reimbursements then due plus terminal expense.

C-41 CLAIMS AND DISPUTES

The provisions of Chapter 28-106, Florida Administrative Code to the extent not inconsistent with this Article are referred to and adopted by reference and shall govern procedures for claims.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the claim.

Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

Contractor shall not have any right to compensation other than, or in addition to, that provided by this Agreement, to satisfy any Claim unless Contractor has provided notice as required hereunder. All such Claims shall be set forth in a petition stating:

1. name and business address of the claimant,
2. a concise statement of the ultimate facts, including the statement of all disputed issues of material fact, upon which the Claim is based.
3. a concise statement of the provisions of the Agreement together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the industry asserted to be applicable to the questions presented by the Claim and a demand for the specific relief believed to be due the claimant, and
4. the date of the occurrence of the event giving rise to the Claim and the date and manner of Contractor's compliance with the notice requirements this section.

Within thirty (30) calendar days from the date any such Claim is received, Owner shall deliver to Contractor its written determination on the Claim. Unless Owner's determination is agreed to by Contractor and a consent order adopting the determination is entered within thirty (30) days of receipt of Owner's determination, Owner shall designate a hearing officer who shall conduct a proceeding in accordance with Chapter 28-106, F.A.C.

Pending final resolution of a Claim unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and Owner shall continue to make payments in accordance with the Contract Documents.

The venue for all civil and administrative actions against the agency shall be in Leon County, unless otherwise agreed by the parties.

Except as otherwise agreed, Contractor and Owner hereby waive all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages for loss of use, lost profits and overhead expenses. This mutual waiver applies, without limitation, to all consequential damages due to a party's termination in accordance with section C-38 above.

C-42 EXCLUSION OF OWNER FROM LIABILITY

Notwithstanding any other provision of the Contract Documents, should Contractor sustain loss or be damaged by act or omission of a separate contractor, Owner shall not be liable for any such loss or damage and Contractor shall not be entitled to obtain any monetary relief from Owner to compensate for any such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and/or entities other than Owner. For purposes of this section, "Owner" shall mean any agency, department or branch of the State of Florida.

C-43 MISCELLANEOUS AIA PROVISIONS

The following provisions of the AIA Document shall apply, subject to the other terms of the Agreement:

1. Article 2.3 ("Owner's Right to Stop Work");
2. Article 2.4 ("Owner's Right to Carry Out the Work");
3. Article 6 ("Construction by Owner Or By Separate Contractors");
4. Article 8 ("Time"), modified as follows: (a) replace the words in Article 8.1.3 "...in accordance with Paragraph 9.8." with "...as expressed in the Contract Documents."; (b) delete the words in Article 8.3.1 "or by delay authorized by the Owner pending arbitration."; and (c) delete 8.3.3 in its entirety;
5. Article 10 ("Protection of Persons and Property"), modified by deleting 10.3.3 in its entirety.
6. Article 12 ("Uncovering and Correction of Work");
7. Article 13.1 ("Governing Law"); Article 13.2 (Successors and Assigns"); Article 13.3 ("Notices"); and Article 13.4 ("Rights and Remedies").

C-44 CONFLICTING TERMS; ORDER OF PRIORITY

In the event of conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority: Modifications

Second Priority: Agreement

Third Priority: Addenda-later date to take precedence

Fourth Priority: Supplementary Terms and Conditions

Fifth Priority: Solicitation Document

Sixth Priority: General terms and Conditions

Seventh Priority: Drawings and Specifications

Eighth Priority: FWC Purchase Order Terms and Conditions

If there is a conflict within the Drawings, the figured dimensions shall govern over the scaled dimensions. Detailed Drawings shall govern over the general Drawings. Larger scale Drawings shall take precedence over smaller scale Drawings. Drawings shall govern over Shop Drawings. Whenever there is a conflict concerning quality or quantity between or among notes, specifications, dimensions, details, or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, or in all other instances not specifically noted above, Contractor shall provide the better quality or greater quantity of Work.

Compliance with these priority conditions shall not justify any changes in the Work or any increase in the Contract Sum, unless any such compliance results in work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the Architect/Engineer.

C-45 ASSIGNMENT OF ANTITRUST CLAIMS

For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, Contractor hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes to action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this Agreement.

C-46 EMPLOYMENT OF STATE RESIDENTS AND POSTING OF JOB OPENINGS:

Contractor agrees to comply with the requirements set forth in Section 255.099 regarding the employment of state residents and the posting of job openings on the State of Florida job bank system.

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EXHIBIT 1

AGREEMENT BETWEEN OWNER AND CONTRACTOR

CONTRACT NO: [Click or tap here to enter the Contract #.](#)

FWC BID NO: [Click or tap here to enter the FWC Bid #.](#)

STATE PROJECT NAME & LOCATION:

[Click or tap here to enter the project name and location.](#)

THIS AGREEMENT made this day of [Click or tap here to enter text](#) in the year Two Thousand and [Click or tap here to enter text](#) BY AND BETWEEN

[Owner's Name](#)
[Street Address](#)
[City, State and Zip Code,](#)

hereinafter called the OWNER, and

[Contractor's Name](#)
[Street Address](#)
[City, State and Zip Code](#)
[Federal Tax ID Number:](#),

hereinafter called the CONTRACTOR.

[The Owner and the Contractor agree as set forth below.](#)

[ARTICLE 1. THE CONTRACT DOCUMENTS - The Contract Documents consist of this Agreement, the Contractor's Bid, conditions of the](#)

[Contract \(General, Supplementary and other Conditions\), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the drawings, specifications and addenda is as follows:](#)

[Click or tap here to List all contract documents](#)

DRAWINGS: In the space below, fill in the Number of

Pages of Drawings & Prepared By):

[Click or tap here to fill in number of pages and prepared by information.](#)

SPECIFICATIONS: In the space below, fill in the Prepared By:

[Click or tap here to fill in specifications.](#)

ADDENDA: In the space below, fill in Each Addendum Number, Date & Number of Pages:

Click or tap here to fill in the addendum number(s), date and number of pages

In the event of conflict in the provisions of said Contract Documents, or any of them, the provisions of the basic Agreement which immediately precedes the Signatures of the parties shall control over the Specifications, the Click or tap here to add a description of base bid and any alternates.

ARTICLE 3. CONTRACT SUM - The owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Amount of Contract in Alphabetical Terms

General Conditions and Supplementary General Conditions, and the Supplementary General Conditions shall control over the General Conditions of said Standard Form A201 of the American Institute of Architects.

ARTICLE 2. THE WORK - The Contractor shall perform all the work required by the Contract Documents for items as specified in the Base Bid & Alternate Nos.:

Followed by Amount in Numerical Terms:

Click or tap here to fill in the amount of the contract in alphabetical terms, followed by the amount in numerical terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above

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EXHIBIT 1 Continued

CONTRACTOR

APPROVED:

By _____
Corporate President's Signature

Print President Name

ATTEST:

By _____
Corporate Secretary's Signature

AS WITNESSED:

By _____
Corporate Seal Owner

APPROVED:

By _____
Owner's Signature

AS WITNESSED:

By _____
Witness' Signature

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EXHIBIT 2

SUBMIT ON THE CONTRACTOR'S LETTERHEAD

BID FORM

DATE: **Click or tap to enter a date.**

TIME: **Click or tap here to enter text.**

TO: **Click or tap here to enter text.**

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully any drawings or specifications, the Form of Agreement, and other Contract Documents with the Bond Requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of **Name and Address of Project, Solicitation No.**, in full accordance with any drawings and specifications prepared by the firm of **Name and Address of the Architect-Engineer**, in full accordance with the advertisement for bids, Instruction to Bidders, Agreement and all other documents relating thereto on file in the office of the Architect-Engineer and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

Base Bid: Contractor to furnish and install 4-inch-thick crushed concrete road improvements along an existing road as outlined in the plans. As-built drawings produced by a Florida licensed surveyor in AutoCad 2010 or later are required upon completion of construction. Project to include all materials, equipment and labor necessary to complete the scope of work. Any item not specifically listed as an additional item is part of the scope of work. All demolished and unsuitable material shall be disposed of off-site in a legal manner.

\$ _____

With foregoing as a Base Bid, the following costs of alternate bids are submitted in accordance with the drawings and specifications.

Alternate No. 1: contractor to furnish and install a new boardwalk and landing providing access to an existing spring. Contractor to furnish and install a concrete pad at the head of the boardwalk as shown in the plans. Trees in the path of the proposed boardwalk are to be removed by others prior to the start of the project.

Add \$ _____

Alternate No. 2: Additional cost over Alternate 1 for substituting composite decking (Trex or equal) instead of wood decking.

Add \$ _____

Total Bid Price (Add Base Bid and Alternates No. 1 and No. 2 together) \$ _____

If more or less work is required than that qualified by the specifications and drawings, the following unit prices shall be applicable:

ITEM	UNIT PRICE
_____	_____
_____	_____
_____	_____
_____	_____

Enclosed is a Cashier's check, Official bank check, Money Order or Bid Bond in the amount of not less than five percent (5%) of the Bid, payable to the Owner as a guarantee for the purpose set out in Instructions to Bidders. (If the bid amount is equal to or less than \$100,000 this sentence should be left out).

EXHIBIT 2 - CONTINUED

The Bidder hereby agrees that:

The above bid shall remain in full force and effect for a period of sixty (60) calendar days after the time of the opening of this bid and that the Bidder will not revoke or cancel this bid or withdraw from the competition within the said sixty (60) calendar days.

In the event the contract is awarded to this Bidder, he will enter into a formal written Agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him and will furnish to the Owner a Contract Performance Bond and a Labor and Material Payment Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid, the form of which is shown by **EXHIBITS 4 AND 5** of the Conditions of the Contract and terms of which shall fully comply with Section 255.05, Florida Statutes. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this bid, the said bid deposit shall be forfeited as liquidated damages.

NOTICE: Base bids plus the sum of all additive alternates on contracts \$100,000 or less are not required to have a bid guarantee (Bid Bond.)

Acknowledgement is hereby made that this bid includes required permit fees as directed in Section B-4, Permits.

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Florida Construction Industries Licensing Board Certification.

(Name of Holder)

(Certificate No.)

EXHIBIT 2 - CONTINUED

In witness whereof, the Bidder has hereunto set his/her signature and affixed his/her seal this ___ day of _____, 20 _____.

(SEAL)

By: _____

Title: _____

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

EXHIBIT 3

LIST OF SUBCONTRACTORS

(To be submitted on the Bidder's letterhead, placed in a sealed envelope and attached to Contractor's bid.)

DATE: [Click or tap to enter a date.](#)

THIS LIST IS ATTACHED TO, AND IS AN INTEGRAL PART OF THE BID SUBMITTED BY:

[Bidder to insert his/her full name, street address, city, and state.](#)

FOR THE CONSTRUCTION OF:

[Click or tap here to enter text.](#)

THE UNDERSIGNED, HEREINAFTER CALLED "BIDDER", LISTS BELOW THE NAME OF EACH SUBCONTRACTOR WHO WILL PERFORM THE PHASES OF THE WORK INDICATED. FAILURE OF THE BIDDER TO SUPPLY SUFFICIENT INFORMATION TO ALLOW VERIFICATION OF THE CORPORATE, AND DISCIPLINE LICENSE STATUS OF THE SUBCONTRACTOR MAY DEEM THE BID AS BEING NON-RESPONSIVE.

SUBCONTRACT

NAME OF SUBCONTRACTOR

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____ (Signature)

EXHIBIT 4

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL
PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL
PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENT THAT:

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto the Florida Fish & Wildlife Conservation Commission as Obligee, hereinafter called Owner, in the amount of

for the payment whereof Contractor and each individual named Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, dated _____, entered into a contract with the Owner for _____, Solicitation Number _____ in accordance with Drawings and Specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract and all obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this

EXHIBIT 4 -CONTINUED

paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner. The time within which the Owner can institute an action on this bond against the Surety or Contractor or shall be determined by the pertinent Florida Statutes.

SIGNED AND SEALED THIS

(Date)

(Signature of Witness)

(Signature of Contractor)
(Seal)

(Signature of Witness)

(Signature of Attorney-In-Fact)
(Seal)

(Signature of Witness)

(Type Name)

(Signature of Florida Resident Agent)
(Seal)

(Type Name & Birthdate)

Power of Attorney attached hereto.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

EXHIBIT 4 -CONTINUED

NOTES CONCERNING SURETY AND EXECUTION

1. SURETY COMPANY REQUIREMENTS

- a. To be acceptable to the Owner, A Surety Company shall comply with all of the requirements of Article B-12 of the Conditions of the Contract.

2. EXECUTION OF BOND

- a. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
- b. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
- c. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Agreement.
- d. Have each copy of the Bond signed by the same person that signed the Agreement on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- e. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- f. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and birthdate in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
- g. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
- h. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
- i. If the date of execution of the Power of Attorney is not the same as the date shown on the Agreement, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Agreement.
- j. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.

EXHIBIT 5

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto the (State Agency's Name) as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

for the payment whereof Contractor and each individual named Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for _____, Solicitation Number _____ in accordance with drawings and Specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

1. Contractor shall promptly make all payments owing when due to all persons who are defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force and effect.
2. Each said claimant shall have a right of action against the Contractor and Surety for the amount due him. No such action shall subject the Obligee to any cost, expense, loss or damage, and Contractor shall promptly pay Obligee for the full measure of all cost, expense, loss, damage, and attorneys fees sustained by Obligee as a result of any default by Contractor under the contract.
3. Pursuant to Section 255.05, Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or

supplies shall, within forty-five (45) days after beginning to furnish labor, materials, equipment or supplies for the prosecution of the work furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within ninety (90) days after completing performance of the labor or after completing delivery of the materials, equipment or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.

4. An action against the Surety or the Contractor or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
5. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract for Construction.
6. Neither any change in or under the contract documents, nor any compliance or noncompliance with any formalities provided in the contract or the change shall relieve the Surety of its obligations under this bond.
7. This bond incorporates by reference all the requirements of Section 255.05, Florida Statutes, including, but not limited to, all notice and time limitation provisions therein. This bond shall be construed and deemed a statutory bond issued pursuant to Section 255.05, Florida Statutes, and not a common law bond.

EXHIBIT 5 CONTINUED

SIGNED AND SEALED THIS

(Date)

(Signature of Witness)

(Signature of Contractor)

(Seal)

(Signature of Witness)

(Signature of Attorney-In-Fact)

(Seal)

(Signature of Witness)

(Type Name)

(Signature of Florida Resident Agent)

(Seal)

(Type Name & Birthdate)

Power of Attorney attached hereto.

EXHIBIT 5 CONTINUED

NOTES CONCERNING SURETY AND EXECUTION

1. SURETY COMPANY REQUIREMENTS

- a. To be acceptable to the Owner, A Surety Company shall comply with all of the requirements of Article B-12 of the Conditions of the Contract.

2. EXECUTION OF BOND

- a. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
- b. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
- c. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Agreement.
- d. Have each copy of the Bond signed by the same person that signed the Agreement on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- e. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- f. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and birthdate in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
- g. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
- h. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
- i. If the date of execution of the Power of Attorney is not the same as the date shown on the Agreement, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Agreement.
- j. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.

EXHIBIT 6

Notice to Proceed with Construction

Date

Contractor Name

Street Address

City, State, Zip Code

RE: FWC Contract number and title

Notice to Proceed with Building Construction

Dear Contractor Name,

Please consider this as your formal **NOTICE TO PROCEED FOR WITH BUILDING CONSTRUCTION** of the contract based on the approval and upon issuance of the BUILDING PERMIT by the jurisdiction of authority.

The official commencement date for this project will be the date of receipt of the building permit, and subsequent Substantial Completion date will be established as enter number of days calendar days after the NTP per reference contract section for NTP in your contract dated enter contract issuance date. Final Completion will be 30 days after Substantial Completion. Contract Manager for FWC will be enter Project Manager Name.

Sincerely,

signature by FWC Authority to issue Start

cc. Project Manager, project file, and others FWC wishes to add

EXHIBIT 7

Notice to Proceed with Permitting Process

Date

Addressee

Street Address

City, State, Zip

RE: FWC contract number and title info

Notice to Proceed with Permitting Process

Dear Contractor Name

Please consider this as your formal **NOTICE TO PROCEED FOR THE PERMITTING PROCESS**. This is for permitting only and does not authorize start of work and therefore has no effect on the established price of The Work. This is only issued to be used to expedite the construction process.

After you have secured all required building permits, immediately advise the Contract Manager by telephone and in writing with photo copy of the required permit approvals. We will then issue the Notice to Proceed with Building Construction. The official commencement date and subsequent Substantial Completion date will be established once the final Building Permit is issued.

Sincerely,

signature by FWC Authority to issue Start

cc. Project Manager, project file, and others FWC wishes to add

EXHIBIT 8

CERTIFICATE OF SPECIFICATION

NO PROHIBITED HAZARDOUS MATERIALS

Insert FWC Contract Number

Insert FWC Project Name, City and State

I certify that no Asbestos-Containing Materials, Lead, Cadmium, Beryllium or other Federal or State Prohibited Hazardous Materials were specified or installed in the above stated project.

Architect / Engineer

Insert Company Name

Insert Street Address

Insert City, State & Zip Code

Phone #

Fax #

Contractor

Insert Company Name

Insert Street Address

Insert City, State & Zip Code

Phone #

Fax #

Architect / Engineer Typed Name

Signature

Typed Date

Contractor's Typed Name

Signature

Typed Date

EXHIBIT 9

Owner's Certificate of Partial Payment

Contractor (Name and Address): _____

 Contractor Federal I.D. No: _____
 Architect-Engineer Name: _____

Request No: _____
 For Period Ending: _____
 State Project No: _____
 Project Name: _____

Base Contract Calendar Days:	0
Adjusted Days by Change Order:	0
Revised Contract Days:	0
Elapsed Days to Date:	0
Net Days Remaining:	0
Estimated Days Ahead (+) or Behind (-):	0

Approved Change Orders (Attach additional pages if required)				
CO#	\$ AMOUNT	CO#	\$ AMOUNT	
001	\$0.00	011	\$0.00	
002	\$0.00	012	\$0.00	
003	\$0.00	013	\$0.00	
004	\$0.00	014	\$0.00	
005	\$0.00	015	\$0.00	
006	\$0.00	016	\$0.00	
007	\$0.00	017	\$0.00	
008	\$0.00	018	\$0.00	
009	\$0.00	019	\$0.00	
010	\$0.00	020	\$0.00	
Subtotal	\$0.00	Subtotal	\$0.00	
Total Net Change Orders \$		0.00		

Original Contract Sum.....	\$	
Change Orders (Net).....	\$	0.00
Contract Sum To Date.....	\$	0.00
Completed To Date.....		
Materials Stored.....	\$	
Total Completed & Stored.....	\$	0.00
Less Retainage _____ %..	\$	
TOTAL.....	\$	0.00
Less Previous Certificates.....		
Balance To Finish.....	\$	0.00
THIS CERTIFICATE		
PAY THIS AMOUNT		\$ 0.00
Attached to this Certificate of Partial Payment the separate required Form CM05- "CM's Minority Business Enterprises Monthly Status Report of Partial Payment"		
TOTAL PAID THIS CERTIFICATE TO MBE:		\$0.00

CERTIFICATION BY THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR _____ By: _____
(Type Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ of _____
(name of officer or agent, title of officer or agent) (name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced
(state or place of incorporation)
_____ as identification. _____
(type of identification) (Signature of Notary)

(Name typed printed or stamped)

CERTIFICATION BY THE ARCHITECT- ENGINEER: I certify that I have checked and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been observed by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approved for payment the amount noted above.

REVIEWED AND RECOMMENDED FOR PAYMENT:

Architect-Engineer

Date: _____

APPROVED FOR SERVICES, PERFORMED AS STATED BY:

Per CFO Memorandum No. 01 (2012-2013) dated July 26, 2012, Building Construction is exempt from Contract Summary Form requirements. **CERTIFICATION STATEMENT:** "I _____ certify that I am the Contract Manager and the provided information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct periodic post-audits of any agreements."

Owner's Project Manager

Date: _____

EXHIBIT 10

Contractor's Status Report of Minority & Disabled Veteran's Business Enterprise

Contractor (Company Name, Street Address, City & Zip Code)

FWC Contract Number

FWC Project Name

Contract Amount

\$0.00

MBE Participation

Amount: MBE Percentage

\$0.00

DV Participation

Amount: DV Percentage

\$0.00

Contractor's RUSH Partial Payment #

0

Date

mmm dd, yyyy

MINORITY BUSINESS ENTERPRISE (MBE)

* Include consultants, sub-consultants, surveyors, soils testing companies, blueprint shops, travel agents, etc. who provide services on this project.

* Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (State or Agency)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

**** Certified MBE:** H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women W - Service-Disabled Veteran Business

Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women Y - Service-Disabled Veteran Business

SERVICE DISABLED VETERAN'S (DV) BUSINESS ENTERPRISE

* Include consultants, sub-consultants, surveyors, soils testing companies, blueprint shops, travel agents, etc. who provide services on this project.

* Service Disabled Veteran's Business Enterprise	Description	Certified DV Business "W" (Yes or No)	Non-Certified DV Business "Y" (Yes or No)	DV Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Local Government, Government or State)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

EXHIBIT 11

Schedule of Contract Values

STATE PROJECT NUMBER: _____ PAGE _____ OF _____
 ACCOMPANYING APPLICATION FOR PAYMENT
 NAME OF STATE PROJECT: _____ NO.: _____
 LOC.: _____
 CONTRACTOR: _____ DATE: _____

CSI DIV. NUMBER	CSI DIV. DETERMINATION	CSI DIV. NAME	UNIT	QTY	MATERIAL	LABOR	CONTRACT VALUE	AMOUNT PAID TO DATE	AMOUNT REQUESTED THIS PAYMENT	MBE AMOUNT REQUESTED THIS PAYMENT	TOTAL COMPLETED TO DATE	UNCOMPLETED BALANCE
010	000000	GENERAL REQUIREMENTS										
010	100000	Summary of Work										
010	200000	Allowances										
010	250000	Measurement and Payment etc.										
020	000000	SITE WORK										
020	100000	Subsurface Investigation										
020	500000	Demolition										
021	000000	Site Preparation etc.										
030	000000	CONCRETE										
031	000000	Concrete Formwork										
032	000000	Concrete Reinforcement										
032	500000	Concrete Accessories etc.										
040	000000	MASONRY										
041	000000	Mortar and Masonry Grout										
041	500000	Masonry Accessories										

042	000000	Unit Masonry etc.										
050	000000	METALS										
050	100000	Metal Materials										
050	300000	Metal Coatings										
051	500000	Metal Fastening etc.										
060	000000	WOOD AND PLASTICS										
060	500000	Fasteners and Adhesives										
061	000000	Rough Carpentry										
061	300000	Heavy Timber Construction etc.										
070	000000	THERMAL & MOISTURE PROT.										
071	000000	Waterproofing										
071	500000	Damproofing										
071	800000	Water Repellents etc.										
080	000000	DOORS AND WINDOWS										
081	000000	Metal Doors and Frames										
082	000000	Wood and Plastic Doors										
082	500000	Door Opening and Assemblies										
090	000000	FINISHES										
091	000000	Metal Support Systems										
092	000000	Lath and Plaster										
092	500000	Gypsum Board etc.										
100	000000	SPECIALTIES										
101	000000	Visual Display Boards										
101	500000	Compartments and Cubicles										
102	000000	Louvers and Vents etc.										
110	000000	EQUIPMENT										
110	100000	Maintenance Equipment										

110	200000	Security and Vault Equipment										
110	300000	Teller & Service Equipment etc.										
120	000000	FURNISHINGS										
120	500000	Fabrics										
121	000000	Artwork										
123	000000	Manufactured Casework etc.										
130	000000	SPECIAL CONSTRUCTION										
130	100000	Air Supported Structures										
130	200000	Integrated Assemblies										
130	300000	Special Purpose Rooms etc.										
140	000000	CONVEYING SYSTEMS										
141	000000	Dumbwaiters										
142	000000	Elevators										
143	000000	Escalators & Moving Walks etc.										
150	000000	MECHANICAL										
150	500000	Basic Mechanical Mat. & Methods										
152	500000	Mechanical Insulation										
153	000000	Fire Protection etc.										
160	000000	ELECTRICAL										
160	500000	Basic Electrical Mat. & Methods										
162	000000	Power Generation-Build-Up Sys.										
163	000000	Medium Voltage Distribution etc.										

EXHIBIT 12

Contractor's Payment Routing Transmittal

RUSH

Payment Request # _____

Payment Request Date _____

Contractor (Company Name, Address, Phone, Fax)

FWC Project Number:
FWC Project Name:

ALL RECIPIENTS

The attached payment requisition represents a sizable sum of money which is due and payable. Therefore, in order to comply with Florida Law, each recipient must act promptly in handling the attached payment requisition, recording dates, amount approved for payment, voucher number(s), and warrant number(s), as applicable and in initialing and retaining copy.

CONTRACTOR		
Complete this RUSH Contractor's Partial Payment Routing Transmittal Form (EXHIBIT 12) and Certificate of Partial Payment Form (EXHIBIT 9). Forward COMPLETE SET , of the following, to the Project/Contract Manager ARCHITECT/ENGINEER (A/E) . If no A/E, then forward directly to FWC Contract/Project Manager). (1) Original Routing Transmittal (EXHIBIT 12) (2) Original Certificates of Partial Payment (EXHIBIT 9) (3) Schedule of Values (4) Complete sets of support documentation (5) CM Status Report of MBE & DV Business Enterprise (6) If noted as final payment include completed <u>Final Payment Checklist</u> (EXHIBIT 13) and all supporting documentation Note: Payment Requests not properly prepared as to form, content, or back-up data will be returned for correction and resubmission. If you have any questions contact the FWC Contract/Project Manager.		
CONTRACTOR INITIALS	DATE FORWARDED	REQUESTED PARTIAL PAYMENT \$ AMOUNT

ARCHITECT-ENGINEER			
Review, approve, and sign if everything is in order and the services have been approved and backup is complete. This should not take longer than two to three days. Forward COMPLETE SET , of the following, to the ARCHITECT/ENGINEER (A/E) for final review and approval. (1) One original Routing Transmittal (EXHIBIT 12) (2) Original Certificates of Partial Payment (EXHIBIT 9) (3) Schedule of Values (4) Complete set of support documentation (5) CM Status Report of MBE & DV Business Enterprise (6) If noted as final payment include <u>completed Final Payment Checklist</u> (EXHIBIT 13) and all supporting documentation Note: Approval should not take longer than two-three days before forwarding to the FWC Contract/Project Manager for final review and approval or a percentage of interest may be paid to the Contractor.			
DATE RECEIVED	DATE FORWARDED	ARCHITECT-ENGINEERS INITIALS	REVIEWED & APPROVED REQUESTED PARTIAL PAYMENT \$ AMOUNT

FWC PROJECT MANAGER/CONTRACT MANAGER			
Review, approve and sign this payment request promptly. If everything is in order and the services have been inspected and approved, it should not take longer than two-three days before submitting for vouchering through either an IR (Invoice Reconciliation) through MFMP(myfloridamarketplace) for Purchase Orders or for formal contracts submitting to FBOInvoices@MyFWC.com inbox. Submit for vouchering as follows: (1) Original Routing Transmittal (EXHIBIT 12) (2) Original Certificate of Partial Payment each with a Schedule of Values (EXHIBIT 9) (3) CM Status Report of MBE & DV Business Enterprise (EXHIBIT 10) (4) All supporting documentation Retain one (1) complete set in FWC project/contract files.			
DATE RECEIVED	DATE FORWARDED	PROJECT DIRECTORS INITIALS	APPROVED PARTIAL PAYMENT \$ AMOUNT
↓ Date Financial Services Received			
FOR VOUCHER		FOR WARRANT	
VOUCHER NUMBER	TRANSACTION DATE	\$ AMOUNT	DATE WARRANT FORWARDED
			WARRANT NUMBER
			WARRANT DATE
			\$ AMOUNT

EXHIBIT 13

Final Pay Request Check List

FWC Contract Number	Project Name & Location
BONDED	ITEMS TO BE SUBMITTED WITH GENERAL CONTRACTOR'S REQUEST FOR FINAL PAYMENT
SECTION I - FINAL PAY REQUEST - Forward for payment as usual.	
	EXHIBIT 12 - RUSH Contractor's Payment Routing Transmittal
	EXHIBIT 9 – Owner’s Certificate of Partial Payment (with original signatures and original seals, noted as Final)
	Final Schedule of Contract Values
SECTION II - FWC Contract Manager - Forward one original set to FWC Project Manager to copy to Procurement File.	
	Consent of Surety to make Final Payment (signed and sealed)
	Power of Attorney from Surety for Release of Final Payment (signed and sealed and dated same as Consent of Surety)
	Certificate of Contract Completion
	a. EXHIBIT 14 (Page 1) - Contractors Affidavit of Contract Completion
	b. EXHIBIT 14 (Page 2) - Certificate of Contract Completion completed by A/E
	Notice of Release of Lien from each subcontractor who has filed Notices to Owner
	Contractor's Guarantee of Construction for one year from the date of substantial completion.
	Copy of the approval by the A/E and the Transmittal to the State Agency of manuals, shop drawings, as-builts (one electronic copy, two sets of prints), brochures, warranties, and List of Subcontractors, with telephone numbers and addresses.
	Verification that State Agency personnel have been trained in the operation of their new equipment for each system: HVAC, controls, fire alarm, etc. Submit attendance lists
	Fully executed Roof Warranty (if applicable) in the name of the State or Client Agency for whom the project is being constructed.
	Other special warranties as required by specifications, in the name of the State or Client Agency for whom the project is being constructed.
	Certificate of Occupancy from Building Permit Authority.

EXHIBIT 8 - Certificate of Specification No Prohibited Hazardous
Materials

EXHIBIT 15 - ADA Compliance

Project Manager's Signature _____

EXHIBIT 14

Page 1

**Facilities Management & Construction
Contractor's Affidavit of Contract Completion**

AGENCY: _____
PROJECT: _____
CONTRACTOR: _____
CONTRACT FOR: _____
CONTRACT DATE: _____
CONTRACT AMOUNT: _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Contractor shall save, protect, defend, indemnify, and hold the Owners harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

CONTRACTOR: _____ (seal)
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ of
Date Name of officer or agent, title of officer or agent
_____, a _____ corporation, on behalf of the corporation. He/she is
Name of corporation State of incorporation
personally known to me or has produced _____ as identification.
Type of Identification

Signature

Name (printed/stamped)

Title or Vendor

A/E Certificate of Contract Completion

PROJECT NO: _____

PROJECT TITLE: _____

CONTRACTOR: _____

CONTRACT DATE: _____ DATE OF FINAL COMPLETION: _____

CERTIFICATE OF ARCHITECT/ENGINEER

I CERTIFY: That the work under the above contract has been satisfactorily completed on the date set forth in accordance with the terms of the contract; that the contractor has submitted his sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

A/E Firm Name: _____ Date: _____

By _____

TO BE COMPLETED BY ARCHITECT/ENGINEER

<u>THROUGH THE SUBSTANTIAL COMPLETION PHASE</u>	<u>DATE</u>	<u>DAYS</u>
1. Notice to Proceed (N.T.P.)	_____	_____
2. Time Specified in Original Contract for Substantial Completion (S.C.)	<u>XXXXXX</u>	_____
3. Extension Granted by Change Orders (Days Between Original Contract S.C. and Final Contract S.C.)	<u>XXXXXX</u>	_____
4. Total Days Allowable to Substantial completion (Add Lines 2 and 3)	<u>XXXXXX</u>	_____
5. Project Substantially Completed as Certified by A/E (Total Days from N.T.P. through Date certified by A/E)	_____	_____
6. Substantial Completion Overrun (Subtract Line 4 from 5 and Enter Overrun)	_____	_____
 <u>THROUGH THE FINAL COMPLETION PHASE</u>		
1. Time Specified in Contract, Between Substantial & Final Completion	<u>XXXXXX</u>	_____

A/E Certificate of Contract Completion – Continued

- | | | |
|--|---------------|-------|
| 2. Extensions Granted by Change Orders (Days Between S.C. & Final Completion) | <u>XXXXXX</u> | _____ |
| 3. Total Days Allowable Between Substantial & Final Completion (Add Lines 1 & 2) | <u>XXXXXX</u> | _____ |
| 4. Date Actually Completed and Total Days Between Actual S.C. & Date Certified by A/E as Actually being Finally Completed. | _____ | _____ |
| 5. Final Completion Overrun (Subtract Line 3 & 4 and Enter Overrun) | <u>XXXXXX</u> | _____ |

TOTAL LIQUIDATED DAMAGES: \$ _____

Project Director: _____ Date: _____

Project Development Manager: _____ Date: _____

EXHIBIT 15

Florida Accessibility Code Acknowledgement

FWC Project Number: _____

FWC Project Name, City and State: _____

As the lead design professional, the above stated project was designed, to the best of my knowledge, in accordance with the applicable edition of the accessibility requirements within the Florida Building Code and the contract documents were permitted and inspected by the applicable building code permit jurisdiction and approved by the State of Florida Fire Marshall.

As the contractor, the contract documents were constructed, to the best of my knowledge, as issued, amended, and permitted

Design Professional

Contractor

Company Name

Company Name

Street Address

Street Address

City, State and Zip Code

City, State and Zip Code

Phone Number

Phone Number

Design Professional's Name

Contractor's Name

Signature

Signature

EXHIBIT 16

Construction Contract Change Order

Change Order Number:	
FWC Contract Number:	
FWC Project Name:	
Architect/Engineer:	Contractor:
Address:	Address:
City:	City:
State/Zip:	State/Zip:
Phone & Fax:	Phone & Fax:

DESCRIPTION OF CHANGE (Attach additional pages if required)	Decrease In	Increase In

Subtotal		
Total Add (Deduct)		

Notice to Proceed Date		Contract Information	
Contract Time:	Days	Substantial Completion Date	
Original Contract Time			Original Contract Sum
Present Contract Time			Previously Approved CO
This Change Add(Deduct)			Present Contract Amount
New Contract Time			This CO Add(Deduct)
			New Contract Sum

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor hereby releases Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this contract amendment unless expressly provided herein. This Change Order represents final agency action pursuant to Section 120.57, Florida Statutes (1978).

RECOMMENDED	APPROVED	APPROVED
Signature, Architect/Engineer	Signature, Contractor	Signature, FWC
(Date)	(Date)	(Date)