

**LEVEL 3**

# **THE NON-TECHNICAL SPECIFICATION SECTIONS OF DIVISION ONE**

Construction Contract  
Project Manual



State of Florida  
Department of Military Affairs  
Construction and Facility Management Office  
Project Number: AASF1-Bird Netting  
Project Name: Bird Netting Installation  
Project Location: AASF #1, Cecil Field, Jacksonville, FL

Revised March 2014  
(All previous revisions are obsolete)

Project Name & Location Bird Netting Installation , \_\_\_\_\_

\_\_\_\_\_ AASF #1 Cecil Field \_\_\_\_\_

\_\_\_\_\_ Jacksonville, Florida \_\_\_\_\_

Project No. \_\_\_\_\_ AASF1 Fire Suppression \_\_\_\_\_

To be constructed for and the contract administered by:

**State of Florida**  
**Department of Military Affairs**  
**2305 State Road 207**  
**St. Augustine, Florida 32086**

Set No. \_\_\_\_\_

Date Issued \_\_\_\_\_

Non-Technical Specifications are a part of the contract as if attached

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**SECTION A**  
**BID INFORMATION**

**A-1 ADVERTISEMENT AND INVITATION TO BID:**

The "Invitation To Bid" form is enclosed as Exhibit 1 and shall be utilized for requesting proposals from all bidders. The standard template for the Invitation to Bid (ITB) form shall be completed by the Contract Management Branch and may be distributed through the MyFloridaMarketPlace Vendor Bid System (VBS). The ITB shall contain all information needed for the site visit/pre-bid meeting, RFI's for addenda, submittal of bids and bid opening. Sources of information other than the DMA should not be relied upon.

**A-2 FUNDING:**

The State of Florida's award, performance and obligation to pay under this contract is contingent upon availability of funding and an annual appropriation by the Legislature.

**A-3 REQUIRED FORMS:**

The following are the forms required for use by this office. Project specific forms in Word .doc format are available by contacting the Contract Management Branch at [ng.fl.flarnng.list.ngfl-cfmo-contracting@mail.mil](mailto:ng.fl.flarnng.list.ngfl-cfmo-contracting@mail.mil). Use of other forms may cause rejection of bids or a delay in approval and payment of your invoices. Please do not use the forms attached as Exhibits, as these are samples only.

- Exhibit 1 Project "Invitation to Bid"
- Exhibit 2 Insurance Form
- Exhibit 3 Contractor Qualifications - FNG Form 5085
- Exhibit 4 Proposal Form
- Exhibit 5 List of Subcontractors
- Exhibit 6 Agreement Between Owner & Contractor
- Exhibit 7 Performance Bond
- Exhibit 8 Labor and Material Bond
- Exhibit 9 Waiver and Release of Lien Upon Final Payment
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**SECTION B**  
**INSTRUCTIONS TO BIDDERS**

**B-1 SPECIFICATION TERMINOLOGY**

**DEFINITION OF TERMS:**

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

**OWNER:**

State of Florida, Department of Military Affairs  
2305 State Rd. 207  
St. Augustine, FL 32086

**PROJECT MANAGER:**

The authorized representative of the Owner charged with the construction management of the project for the Department of Military Affairs

**CONTRACT MANAGER:**

The authorized representative of the Owner charged with the contract management and administration of the project for the Department of Military Affairs

**ARCHITECT-ENGINEER /PROJECT REPRESENTATIVE:**

The Design Professional (Architect-Engineer, Architect, Engineer or Other) commissioned by the Owner, acting directly or through a duly authorized representative.

**BIDDER:**

Any individual, firm, partnership or corporation submitting a proposal for the work contemplated.

**SURETY:**

The corporate body, which is bound with and for the Contractor, which is primarily liable, and which guarantees the faithful performance of the Agreement

**PROPOSAL:**

A bid for the work contemplated, which the Bidder shall submit on approved forms (Exhibit 4)

**AGREEMENT:**

"Agreement" shall mean the document entitled "Agreement Between Owner and Contractor"

**CONTRACT LEVELS:**

**LEVEL 1:**

Contracts where Agreement has a Contract Sum not exceeding \$10,000

**LEVEL 2:**

Contracts where Agreement has a Contract Sum greater than \$10,000 but not exceeding \$25,000

**LEVEL 3:**

Contracts where Agreement has a Contract Sum greater than \$25,000 but not exceeding \$200,000

**THRESHOLD BUILDING:**

Threshold Building means any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons

**SUBSTANTIAL COMPLETION:**

The term "Substantial Completion" shall mean that the project under this contract is sufficiently completed in accordance with the Contract Documents, so that the 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

### **B-2 BIDDERS' AND SUBCONTRACTORS' LICENSURE AND REGISTRATION REQUIREMENTS**

Each bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489 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, he must also be properly registered with the State of Florida, Department of State, Division of Corporations. Bidder may be required to complete a DBC5085 (Exhibit 3) or supply additional qualification data as requested.

### **B-3 FAMILIARITY WITH LAWS**

The Bidder is 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 him from responsibility.

### **B-4 FLORIDA PRODUCTS AND LABOR**

The Contractor'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-5 TAXES**

Although the 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."

The 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, the Owner will furnish to the 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.

The Bidder shall take these factors into consideration in preparing his proposal, 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 the 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 contract documents. Alternates will be listed in the Proposal form in a manner that the Bidder shall be able to clearly indicate what sums he will add to (or deduct from) his Base Bid.

### **B-7 ADDENDA**

In case the Architect-Engineer/Project Manager finds it expedient to supplement, modify or interpret any portion of the Bidding Documents during the bidding period, such procedure will be accomplished by the issuance of written Addenda to the Bidding Documents. Addenda shall be made available to all prospective Bidders. It is the Bidders responsibility to ensure receipt of all issued addenda before bid due date. Failure to acknowledge addenda on the Exhibit 4 proposal form could/may be cause for rejection.

### **B-8 INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Drawings, Specifications or other Bidding 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/Project Manager, (or the contact indicated in the bidding documents). All such interpretations and supplemental instruction will be in the form of written Addenda to the Bidding Documents, sent via E-Mail by the Architect-Engineer /Contract Manager or posted on the VBS by a Contract Management Branch Official.

Only the interpretation or correction so given by the /Project Manager 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 Bidding Documents. The DMA will not be responsible for information obtained through sources other than those used by the DMA for solicitations (Vendor Bid System or Invitation To Bid) that may cause rejection of bids.

### **B-9 EXAMINATION OF BIDDING DOCUMENTS AND SITE OF WORK**

Bidders are required, before submitting their proposals, 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 Bidding Documents to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work. Only those contractors listed on the pre-bid meeting/site visit sign-in roster will be allowed to bid.

### **B-10 BASIS FOR BIDDING - 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 bidding, the Bidder shall base his Proposal 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 Architect-Engineer/Project Manager, 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, bids shall be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid, which may be a certified check, a cashier's check, treasurer's check, bank draft or Bid Bond made payable to the 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 will not withdraw his bid for a period of forty (40) days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a written contract with the Owner in accordance with the form of agreement included as a part of the Contract Documents, and that the required Performance Bond and Labor and Material Payment Bond will be given; and that in the event of the withdrawal of said bond within said period, or failure to enter into said Agreement and give said bonds within ten (10) calendar days after he has received notice of acceptance of his bid, the Bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular hereof. The Bid Bonds or checks shall be returned to all except the apparent lowest two qualified bidders after the formal opening of bids. The remaining Bid Bonds or checks will be returned to the two lowest bidders after the Owner and the accepted bidder have executed the Agreement and the Performance Bond and Labor and Material Payment Bond have been approved by the Owner. If the required Agreement and Bonds have not been executed within forty (40) calendar days after the date of the opening of the bids, then the Bid Bond or check of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his 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:

- A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- B. 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.
- C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- E. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
  - 1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Policy Required

<u>Contract Amount</u>	<u>Holder's Rating</u>	<u>Financial Rating</u>
\$ UP To 1,000,000	A-	CLASS I
1,000,000 To 2,000,000	A-	CLASS II
2,000,000 To 5,000,000	A-	CLASS III
5,000,000 To 10,000,000	A-	CLASS IV
10,000,000 To 25,000,000	A-	CLASS V
25,000,000 To 50,000,000	A-	CLASS VI
50,000,000 To 100,000,000	A-	CLASS VII

- 2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval from the State of Florida, Department of Insurance to do business in this state have been met.
  - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

**B-13 PREPARATION AND SUBMISSION OF BIDS**

Each Bidder shall copy the proposal form (Exhibit 4) on his own letterhead, indicate his bid prices thereon in proper spaces, for the Base Bid and for alternates on which he bids. Any erasure or other correction in the proposal may be explained or noted over the signature of the Bidder. Document may be obtained in Word format by contacting ng.fl.flamg.list.ngfl-cfmo-contracting@mail.mil

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

Each bid must give the full business name, federal ID number, address, telephone and fax of the Bidder and state whether it is an individual, corporation or partnership. The bid must be signed before submitting in duplicate in a sealed envelope. The envelope must be clearly marked on its face as follows:

**ATTN: SEALED BID - PROJECT NO.: AASF1 Bird Netting**  
**PROJECT NAME: Installation of Bird Netting, Cecil Field**  
**ATTN: CFMO Contract Management Branch**

The bid shall be submitted only prior to the time and the place specified in the Invitation to Bid or in accordance with any Addendum issued subsequent to the advertisement. 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. All bids submitted by mail or delivery service need to be confirmed by bidder with the CFMO Contract Management Branch.

#### **B-14 LISTING OF SUBCONTRACTORS**

In order that the Owner may be assured that only qualified and competent subcontractors will be employed on the project, each Bidder shall submit in duplicate with his proposal a list of the subcontractors who will perform the work for each Division of the Specifications utilizing the "List of Subcontractors" form enclosed as Exhibit 5. The Bidder shall have determined to his 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 technically and financially to perform the work for which he is listed. Only one subcontractor shall be listed for each phase of work.

Any bidder who lists a subcontractor not certified and/or registered by the State to perform the work of his 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 the Owner.

#### **B-15 WITHDRAWAL OF BIDS**

Bids may be withdrawn by written, e-mail or facsimile request received from Bidder 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-16 RECEIPT AND OPENING OF BIDS**

Bids will be opened publicly at the time and place stated in the Bidding Documents. An official time clock will be used to monitor the closing of the bids and to time-stamp bids as received. 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 aloud.

#### **B-17 DISQUALIFICATION OF BIDS**

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 proposal for the same work will cause the rejection of all proposals in which such Bidders are believed to be interested.

Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders and no participants in such collusion will be considered in future proposals for the same work.

The Owner reserves the right to accept or reject any or all proposals received and reserves the right to make an award with or without further discussion of the proposals submitted or accept minor informalities or irregularities in the best interest of the State of Florida, which are considered a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposers. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest and will not affect the price of the proposal by giving a proposer an advantage or benefit not enjoyed by all other proposers. It is understood the proposal will become a part of the Department's official file, without obligation to the Department. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions contained herein. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to failure to utilize or complete in their entirety prescribed forms, conditional proposals, incomplete proposals, ambiguous proposals, and improper, missing and/or undated signatures. Bids not complete with Bid Bonds, (when applicable), List of Subcontractors, or addenda not acknowledged will not be read aloud. The Official announces the deficiency causing the bid to be non-responsive and its disqualification thereby. The disqualified proposal will be impounded and not returned.

Falsification of any entry made on the Contractor's bid proposal will be deemed a material bid deviation and will be grounds for rejection.

Any and all bid proposals may be rejected if determined to be non-responsive (does not conform in all material aspects to the invitation to bid or request for proposals) or non-responsible (firm is not deemed capable in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance).

### **B-18 REJECTION OF BIDS**

The Owner reserves the right to reject any and all bids under any of the circumstances prescribed in Rule 60D-5.0071, Florida Administrative Code, and to negotiate the contract in accordance with Rules 60D-5.00, 60D-5.0082, and 60D-5.0091, Florida Administrative Code, if the low qualified bid exceeds the project construction budget.

### **B-19 NOTICE AND PROTEST PROCEDURES**

#### **A. Notification:**

1. **Bid Solicitation:** The Owner shall provide notice of its decision or intended decision concerning a bid solicitation as provided in the advertising for bids and distribution of bidding documents.
2. **Contract Award:** On contracts within Levels 2, 3, 4 & 5, the notice of a decision or intended decision on contract award or bid rejection shall be given by posting electronically on the My Florida Market Place (MFMP) Vendor Bid System (VBS), or by posting in the same manner in which the bid solicitation was announced by the Contract Management Branch of the DMA.

#### **B. Protest.**

1. Any person who is affected adversely by the Owner's decision or intended decision shall file with the Owner a notice of protest in writing within 72 hours, excluding Saturday, Sunday and State legal holidays, after receipt of the bidding documents if the protest is directed toward the bidding documents or after the notice of the Owner's decision or intended decision on contract award or bid rejection if the protest is directed toward contract award or bid rejection.
2. 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 the Owner within ten (10) days after the date the notice of protest was filed.
3. Failure to file a timely notice of protest or failure to file 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 will be considered abandoned unless renewed within the time limit provided for protests.
4. The Agency and the Commission on Minority Economic and Business Development is hereby granted standing to protest, pursuant to s. 287.0945, in a timely manner, any contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, and agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be presumed not in "good faith." All bidders will be notified of the minority participation goal by addendum.

#### **C. Owner Action.**

1. Upon receipt of a notice of protest that has been timely filed, the 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 the Owner sets forth in writing particular facts and circumstances which require the continuation of the bid

solicitation 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.

2. Upon receipt of the formal written protest petition which has been timely filed, the Owner shall attempt to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturday, Sunday and legal State holidays.

3. If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, the Owner may designate a Hearing Officer who shall conduct an informal proceeding pursuant to Section 120.57(2), Florida Statutes, and Rule 60Q-2.014, Florida Administrative Code. The qualifications of such designated Hearing Officer shall be: 1 a member in good standing of The Florida Bar; or 2. 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 the Owner.

4. 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).

#### **B-20 DETERMINATION OF SUCCESSFUL BIDDER**

A. 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 lowest responsive responsible bidder, determined 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:

1. The lowest bid will be the bid from the responsive responsible 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.

2. 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.

#### **B-21 NOTICE TO SECURE PERMITS AND PAY FOR UTILITY CONNECTIONS; SCHEDULE OF VALUES; NOTICE TO PROCEED TO MOBILIZE ON SITE AND TO PROCEED WITH CONSTRUCTION; TIME OF COMPLETION AND LIQUIDATED DAMAGES**

A. The contract will be issued to the Contractor after all signatures have been acquired. At that time, the Contractor will be given a Notice to Secure Permits for required permits from all agencies with jurisdiction over the area in which the project is located; and to pay, at the Contractor's cost, the required connection fees from all agencies supplying utilities to the project.

The Contractor is allowed thirty (30) calendar days from the issuance of the Notice to Secure Permits to obtain the required permits and utility connections before construction can begin. Special permits, such as tree removal, Water Management District, Department of Environmental Regulation, septic tank, etc., may be necessary before construction can begin. If additional time is required, the 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.

The Contractor is obligated to obtain and pay for a building permit from the local authority for construction of this facility. In the case of plumbing, electrical, other internal system permits and connection permits, the Contractor is obligated to obtain such permits and pay such fees.

The Contractor shall determine the permits and fees required by any entity having jurisdiction over any part of the project and shall include the cost of all such permits in his bid proposal.

B. The Contractor shall, within ten (10) calendar days from date of Notice to Secure Permits letter, submit to the Architect-Engineer /Project Manager, for review and approval, three copies of a Schedule of Contract Values 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 Broad Scope Section Numbers". The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

C. Upon paying for all required utility connections (not limited to but including telephone, data, electric, water and sewer) and securing the Building Permit, the Contractor shall provide a copy of any and all Permits required and receipts showing payments to the Architect-Engineer/Project Manager. The Notice to Proceed to Mobilize on Site and to Proceed With Construction will then be issued by the Owner. The work to be performed under this contract shall be commenced within ten (10) calendar days after date of Notice to Proceed to Mobilize on Site and to Proceed With Construction, shall be substantially completed within ~~---60---~~ calendar days after the date of this Notice to Proceed, and shall be finally completed within ~~---0---~~ calendar days after the date of substantial completion. It is the Contractor's responsibility to ensure the Certificate of Occupancy from the authority having jurisdiction is provided to Owner prior to substantial completion.

D. Inasmuch as failure to complete the project within the time fixed above will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not substantially completed, according to the definition of "Substantial Completion" in Section B-1 hereinabove, or within such further time, if any, as in accordance with the provisions of the Contract Documents shall be allowed for such substantial completion, the Contractor shall pay to Owner as liquidated damages for such delay, and not as a penalty, any and all actual costs and/or losses incurred by the Owner, as the result of the delay, for each and every calendar day elapsing between the date fixed for substantial completion above and the date such substantial completion shall have been fully accomplished. Said liquidated damages shall be payable in addition to any other excess expenses or costs payable by the Contractor to the Owner under the provisions of AIA Article 14 of the General Conditions, and shall not exclude the recovery of damages by the 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 the Owner's right to terminate the contract as provided in Article 14 of the General Conditions or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts as provided for above.

The Owner is entitled to completion of the project within the time fixed above or within such further time, if any, as may be allowed in accordance with the provisions of the contract. In the event of termination of the contract by the Owner prior to completion as provided in Article 14.2 of the General Conditions or elsewhere in the Contract Documents, the Contractor shall be liable to the Owner for the expenses for additional managerial and administrative services provided in said Article 14 and also for the per diem liquidated damages as agreed to above.

1. For each day he is in arrears in his work at the time of said termination as determined by the Architect-Engineer/Project Manager, and
2. For each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Owner to affect 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 original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the project.

It is further agreed that the Owner may deduct from the balance retained by the Owner, under the provisions above, the liquidated damages stipulated therein for delay or termination, as the case may be, or such portions thereof as the said retained balance will cover.

## **B-22 APPRENTICES**

If the Contractor employs apprentices on the project, the behavior of the Contractor and the 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. The Contractor will include a provision similar to the foregoing sentence in each subcontract.

The 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.

SECTION C  
CONDITIONS OF THE CONTRACT

**C-1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

On projects where the Contract Sum exceeds \$100,000, the Contractor shall furnish the Owner with a 100% Performance Bond and 100% Labor and Material Payment Bond written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent. - is required to furnish replacement bonds in the event of cancellation of the original Performance Bond and Labor and Material Payment Bond. Form of bond shall be as shown on forms Exhibits 7 and 8.

The cost of all Performance Bonds and Labor and Material Payment Bonds shall be borne by the Contractor. The Bonds shall be accompanied by a duly authenticated or certified document, in duplicate, 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 DELETION OF BOND REQUIREMENTS**

Section 255.05, Florida Statutes, provides that:

No Payment and Performance Bond shall be required for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work when the contract sum for such work is for \$100,000 or less.

When such work is done for the State, the Secretary of the Department of Management Services may delegate to state agencies the authority to exempt any person entering into such a contract amounting to more than \$100,000 but less than \$200,000 from executing the Payment and Performance Bond.

Therefore, if the construction award amount for the project is \$100,000 or less, or if the construction award amount for the project is more than \$100,000 but less than \$200,000 and the Payment and Performance Bond requirements for the project have been waived in advance of the bid as indicated in the Invitation To Bid (Exhibit 1), then the following applies:

1. The final payment of retainage shall not be made until the project has been inspected by the Architect-Engineer/Project Manager; until the Architect-Engineer has issued a written certificate that the project has been constructed in accordance with the approved plans, specifications, addenda and change orders; and until the Owner has accepted the project.
2. The final payment shall not be made until the Contractor has supplied the Owner with signed and dated statements from all laborers, material suppliers and subcontractors, as defined in F.S. 713.01 and as identified by the Contractor on his monthly progress payments, that they have no claims against the Contractor for the work under the contract. Said statements shall identify the project by name and project number.
3. The Contractor shall post in a conspicuous place on the project site a public notice as prescribed in Section C-21.
4. In case of default by the Contractor, the laborers, material suppliers and subcontractors as 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.
5. The Contractor shall provide a certified list on Exhibit 5 of all subcontractors, laborers and material suppliers to the Owner with his proposal Exhibit 4. 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 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. No change shall be made in the list of subcontractors, before or after the award of a contract, unless agreed to in writing by the Owner.

6. The Contractor shall provide a written statement with each pay request to the 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.
7. The Contractor shall provide a written statement, with all but the first payment request, from each of the laborers, subcontractors and material suppliers indicated in (5) 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 (6) above, the Contractor shall furnish an explanation as to the reasons for such deviation and shall request approval from the Owner.
8. When a Contractor receives any payment, he shall pay such monies received to each subcontractor, laborer and material supplier in accordance with F.S. 287.0585.
9. The Architect-Engineer/Project Manager may, on request at his discretion, furnish to a laborer, subcontractor or material supplier, if practical, information regarding the percentages of completion of the amount applied for by the Contractor and the action taken thereon by the Architect-Engineer/Project Manager on account of charges by the laborer, subcontractor or material supplier.
10. Neither the Owner nor the Architect-Engineer shall have any obligation to pay or to see to the payment of any monies to any laborer, subcontractor or material supplier except as specified above or as may otherwise be required by law.
11. The Performance Bond and Labor and Material Payment Bond enclosed as Exhibits 7 and 8 are deleted and all references to the Performance Bond and Labor and Material Payment Bond in the specifications are deleted.

### **C-3 EXECUTION OF AGREEMENT AND BONDS**

#### **Agreement between Owner and Contractor**

The Contractor shall execute all required forms of the Agreement and return within ten (10) calendar days of their receipt. Failure to return all forms correctly executed within ten (10) calendar days of receipt, without written extension by the Owner otherwise, shall constitute an irregularity and deemed grounds, at the Owner's option, for rejection and forfeiture of the Bid Deposit or at the Owner's option, for the deduction on a day-for-day basis from the time allotted for completion of the work under Section B-21.

If the Contractor is a firm or company owned by an individual, the Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor.

If the Contractor is a partnership, the Agreement shall be executed in the name of the partnership by the manual signature of partner or partners.

If the Contractor is a corporation, the Agreement shall be executed in the name of the corporation and shall bear the corporate seal. It may be signed for the corporation by the president and attested by the corporate secretary; if signed for the corporation by any other officer than the president, the signature of such officer signing shall be attested by the secretary, and the executed Agreement shall be accompanied by a duly authenticated document bearing the seal of the corporation, quoting the section of the by-laws of the corporation authorizing the Board of Directors to designate such officer and copy of the resolution designating and authorizing him to execute on behalf of the corporation. That document must contain a statement that the authority is in effect on the date of the execution of the Agreement, and may not be dated earlier than the date of the execution of the Agreement. The same officer may not execute the Agreement and authenticate the document of authority.

### Performance Bond & Labor and Material Payment Bond

These bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the Agreement. A Notice to Proceed will **not** be issued to the Contractor until all bonds have been received and approved by the Contract Management Branch.

### C-4 CONTRACTOR'S INSURANCE

The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent, and shall include:

#### Worker's Compensation Insurance

The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Owner, for the protection of his employees not otherwise protected.

#### Contractor's Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

- (1) Contractor's Comprehensive General Liability Coverages, Bodily Injury & Property Damage:  
\$300,000.00 Each Occurrence, Combined Single Limit
- (2) Automobile Liability Coverages, Bodily Injury & Property Damage:  
\$100,000.00 Each Occurrence, Combined Single Limit

Insuring clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

#### Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

#### Owner's and Contractor's Protective Liability Insurance

The Contractor shall procure and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

- (1) Bodily Injury & Property Damage Liability:  
\$300,000.00 Each Occurrence, Combined Single Limit

#### "XCU" (Explosion, Collapse, Underground Damage)

The Contractor's Liability Policy shall include and provide "XCU" coverage for those classifications in which they are applicable.

Broad Form Property Damage Coverage, Products and Completed Operations Coverages

The Contractor's Liability Policy shall include and provide for Broad Form Property Damage Coverage, Products and Completed Operations Coverage.

Contractual Liability-Work Contracts

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

Indemnification Rider

To the fullest extent permitted by law, the Contractor's Liability Policy shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from negligent performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to the Owner.

Builder's Risk Coverage

The Contractor shall secure and maintain during the life of this Contract a "Builder's Risk Policy", All Risks Form, and issued on a completed valued basis. Installation Floaters and other Inland Marine Forms may be utilized where applicable and are in the best interest of the State of Florida.

Asbestos-Abatement Contractors Liability Insurance Pollution Endorsement

The asbestos-abatement Contractor shall procure a pollution endorsement to his public liability insurance, against claim or claims expenses arising from the abatement project, as required by Section 255.56 of the Florida Statutes. The coverage by the endorsement may be of the Claims-Made type.

Loss Deductible Clause

The State of Florida shall be exempt from, and in no way be liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or Subcontractor providing such insurance.

Certificate of Insurance

The Owner shall be furnished proof of coverage of the above required insurance. Said proof shall be submitted on a form approved by the Department of Insurance (See Exhibit 2). Said certificate of insurance forms shall be completed, signed by the authorized licensed Florida Resident Agent and returned to the office of the Owner. These certificates shall be dated and show:

- (1) The name of the insured Contractor, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insured will mail notice to the Owner at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.
- (3) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage's required in this Section.
- (4) Certificate of Insurance shall state that the Owner and Agent are listed as additional insured on all appropriate policies.
- (5) Copy of the endorsement or additional insured rider to the General Liability Policy.

**C-5 PROGRESS SCHEDULE**

Within twenty (20) calendar days after the date of the Owner's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the Architect-Engineer/Project Manager a construction schedule in quadruplicate 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 the 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 Architect-Engineer/Project Manager will determine whether the construction schedule developed and submitted by the Contractor meets the requirements stated above and whether the progress of the work complies with the Contractor's schedule. The Contractor shall provide an up-dated schedule with each request for partial payment. Failure of the Contractor to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer/Project Manager to find the Contractor in substantial default and certify to the Owner that sufficient cause exists to terminate the contract or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project, 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 which have affected the progress of performance of the work already performed or will affect the progress of performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the Architect-Engineer/Project Manager in duplicate. Failure of the Contractor to update, revise and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Architect-Engineer/Project Manager to find the Contractor in substantial default and certify to the Owner that sufficient cause exists to terminate the Contract or to withhold payment to the Contractor until a schedule or schedule update acceptable to the Architect-Engineer/Project Manager is submitted.

The Contractor shall have the option of scheduling a substantial completion date occurring earlier than the date established by the Contract Documents for substantial completion; provided, however, in such event, such earlier substantial completion date will be recognized by the Owner only as a matter of convenience to the Contractor and shall not change the date for substantial completion established by the Contract Documents or be otherwise binding on the Owner or anyone under the Owner's control; and provided further, however, in such event, should events occur during performance of the work necessary to complete the subject project which would justify the granting to the Contractor of an extension of the Contract Time pursuant to the pro-visions of Article 8 of the AIA General Conditions which form a part of the Contract Documents, the Contractor shall be entitled to receive only such an extension of Contract Time as is determined by the Architect-Engineer/Project Manager to be due the Contractor as follows:

- (1) In the event the currently approved Contractor's schedule indicates completion ahead of the contractually established date for substantial completion, the time extension to the contract 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) In the event 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/Project Manager as the portion of delay time directly affecting the critical path of the current approved contract schedule.

#### **C-6 VERIFICATION OF OWNER'S SURVEY DATA**

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

## **C-7 CONSTRUCTION FACILITIES**

### **Sanitary Provisions**

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

### **Temporary Wiring**

The 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 overloaded according to the National Electric Code, and any wire used shall be fused to adequately protect that wire according to the Code referred to.

The 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**

Prior to the start of the operations the Contractor shall make arrangements with the Architect-Engineer's field representative and the Owner's representative for the assignment of storage and work areas. Storage site shall be established during the pre-construction meeting. During construction the Contractor shall maintain the areas in a neat condition.

### **Contractor's Field Offices**

If project needs require, 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**

The 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. The Contractor shall conduct thorough training in OSHA standards and requirements on a continuing and regular basis throughout the execution of such work.

Additional instructions regarding Construction Facilities are set forth in Section D entitled "Special Conditions".

## **C-8 PROJECT DRAWINGS-COPIES FURNISHED TO CONTRACTOR**

The Architect-Engineer/Project Manager will provide the Contractor with ten (10) sets of drawings and specifications upon contract award. The Architect-Engineer will also provide all CAD files necessary for completing As-Built drawings once the contract time has reached 60 days prior to substantial completion of the project as indicated on the Notice to Proceed. If additional sets are required by the Contractor, they will be furnished upon request for the cost of printing and handling.

## **C-9 PROJECT DRAWINGS-CHANGES**

The Contractor shall immediately indicate plainly and conspicuously on the field set of drawings **and** at appropriate paragraphs in the Specifications Manual, all changes or corrections made by Addenda and Change Orders as they are issued.

## **C-10 INSPECTIONS - ALL PROJECTS**

All projects will require detailed code compliance inspections by the local authorities with jurisdiction over the area in which the project is located at the Contractor's expense. The disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building. The contractor shall make all permits,

drawings, specifications, previous inspection reports, and change documents available to Code Inspectors. The Contractor shall provide a copy of each inspection report to the Architect-Engineer/Project Manager in a timely fashion.

#### OTHER INSPECTIONS

1. The Department of Business and Professional Regulation has responsibility for elevator inspections.
2. The State Fire Marshal has responsibility for inspecting facilities in accordance with the Uniform Fire Safety Standards.
3. The Architect/Engineer will have responsibilities, relative to inspections.
4. The Owner and/or Using Agency representatives may also perform inspections at their discretion.
5. There may be other inspections required as specified elsewhere.

The Contractor has responsibilities relative to all types of inspections and is responsible for contacting all of the inspecting entities to determine his responsibilities. All of these inspecting entities have unique and separate responsibilities. One inspection from an entity will **not** substitute for an inspection from another entity.

#### C-11 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, project number, location, supplier's name, date, drawing number, specifications section reference, etc. The Contractor shall submit, with such promptness as to cause no delay in his work, or in that or any other Contractor, four (4) copies (in addition to those copies necessary for his own requirements) of all shop drawings, and schedules, required for the work of the various trades, to the Architect-Engineer for approval. Digital copies of submittals may be used for the review process in lieu of hard copies ONLY when approved by the Architect-Engineer and Owner. The Contractor shall make no deviation from the approved drawings, and the changes made thereto by the Architect-Engineer, if any.

It shall be the responsibility of the 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 the 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/Project Manager for his approval shall first be checked and approved by the 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 the Contractor. Shop drawings received without the 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, the Contractor shall prepare and submit in triplicate to the Architect-Engineer/Project Manager 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 Contract shall submit through the General 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 General 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.

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

### **C-12 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.): "United States Government Federal Specifications, or to other standard specifications of Associated Manufacturer's Organizations, or trades, 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 the Owner, unless otherwise expressly provided in the Contract Documents".

### **C-13 MANUFACTURER'S SPECIFICATIONS**

Where the name of a concern or manufacturer is mentioned on drawings or in specifications in reference to his 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 his standard practice, direction or specifications. The Contractor shall be responsible for any infringement of patents, royalties, or copyrights, which may be incurred thereby.

### **C-14 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 /Project Manager for approval prior to ordering material or equipment but not later than forty-five (45) calendar days after receipt of Notice to Proceed to Mobilize on Site and Proceed with Construction. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Architect-Engineer or Project Manager to determine whether same meets specifications. The Architect-Engineer's or Project Manager's approval will not relieve the 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 the Contractor.

### **C-15 SUBSTITUTIONS**

Substitutions for a specified system, product or material may be requested of the Architect-Engineer/Project Manager; and 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 the 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 the Owner and approved by Architect-Engineer/Project Manager.

If no addition or deduction to the Base Bid is allowed by the Contractor for such substitution, it shall be so stated on the request. Request submitted shall include any and all adjustments of that and any other work affected thereby.

### **C-16 CONSTRUCTION CLIMATE CONTROL**

It shall be the responsibility of the Contractor to provide at his 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 the Owner.

### **C-17 AS-BUILT DRAWINGS**

During the progress of the work, the Contractor shall require the plumbing, 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. The Contractor shall also record all drawing revisions that have been authorized by change order that affect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Contractor will provide two (2) CD-ROMs containing As-Built Drawings. Each CD shall contain one (1) set using AutoCAD 2006 (or newer), by Autodesk and one (1) set in PDF format. Each drawing shall be noted "As Built" and shall bear the date, name, and contact information of the subcontractors that performed the work. As-Built drawings shall include only information describing the as-built condition of the project and be clear of all additional information, including lines, shading, clouds, etc. that were not constructed and are not required to depict the as-built condition of the project.

The 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 manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the 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 CD-ROMS shall be submitted to the Architect-Engineer/Project Manager when completed, together with two sets of black-line prints for certification and forwarding to the Owner, at the time of final completion.

### **C-18 GUARANTEES AND OPERATING INSTRUCTIONS**

If applicable, at Owner's option, the Contractor shall provide full cooperation to the 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. The Contractor will perform the actual taping, editing and production of such instructional tapes. Cooperation of the on-site representative of the Contractor shall be the responsibility of the Contractor, whose representatives are to coordinate instructional activities with the Owner and its personnel or agents.

All work performed by the Contractor in completing the subject project shall be guaranteed by the 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/Project Manager 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, the Contractor shall, promptly upon receipt of notice from the Owner and without expense to the Owner, proceed to:

***Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein and; make good all damages to the structure or site or equipment or contents thereof, which, in the opinion of the Architect-Engineer/Project Manager, 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 and; make good any work or materials or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.***

If the 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 the Owner with the subject 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, the Owner shall be entitled to have such defective work remedied on the account of the Contractor and his

Surety, in which event, the Contractor and his Surety shall be fully liable for all costs and expenses reasonably incurred by the Owner in having such defective work remedied.

The Contractor shall be responsible for collecting, identifying, indexing, and collating the following materials from the sub-contractors, and will deliver two (2) copies and three (3) electronic disk copies of the finished document to the Architect-Engineer for checking of correctness no later than the date of substantial completion of the project. Each copy will be indexed and ordered per example provided in the contracting workbook. Each hard copy will be bound in white D-ring binders of appropriate size.

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 contract 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-Built, Operations and Maintenance Books but prior to the date of Final Acceptance, the 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-19 CLEANING**

Entire area within scope of this work shall be completely cleaned, including all window glass, hardware, plumbing fixtures, electrical fixtures, tile work, etc., and shall be kept clean for the completion of this job. Replace all broken or defective glass within these areas. At the point in time of Substantial Completion, air conditioning filters shall be replaced, and fixed grills, and permanent filters shall be cleaned. Copies of all records of recycling and waste disposal shall be submitted to the CFMO Environmental Office.

### **C-20 FINAL PAYMENT**

In accordance with FS 255.073 and FS 215.422, the Owner shall pay or cause to be paid to the 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 the 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, the 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-34, Progress Payments).

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

- 1) Pay Request (3 copies with original signatures and original seals) noted as Final (Exhibit 10).
- 2) Final Schedule of Contract Values (Exhibit 11).
- 3) Consent of Surety to Make Final Payment (Signed & Sealed) (Exhibit 18) – if applicable
- 4) Power of Attorney from Surety for Release of Final Payment (Signed, Sealed, and dated same as Consent of Surety) (Exhibit 19) – if applicable
- 5) Contractor's Affidavit of Contract Completion (Exhibit 12)
- 6) A/E Certificate of Contract Completion (Exhibit 12a) – if applicable
- 7) Final Release of Liens & Claims (Exhibit 9) from each Subcontractor/supplier who has filed a Notice to Owner

- 8) Contractor's Guarantee of Construction for one (1) year from the date of Substantial Completion.
- 9) Copy of the Approval by the Architect-Engineer and the transmittal to the State of Florida, Department of Military Affairs of Manuals, Shop Drawings, As-Builts (2 sets CD-ROMS as specified in Section C-17 and 2 sets of Black-Line Prints), Brochures, Warranties, and List of Subcontractors including telephone numbers and addresses.
- 10) Verification that State Agency personnel have been trained in the operation of their new equipment for each system; HVAC, Controls, Fire Alarm, etc. (i.e. submittal of Attendance Lists).
- 11) Fully executed Roof Warranty (if applicable) in the name of The State of Florida, Department of Military Affairs. Warranty must be executed by Contractor and manufacturer.
- 12) Other special warranties as required by specifications, in the name of the State of Florida, Department of Military Affairs.

### **C-21 PUBLIC NOTICE**

Immediately following receipt of Notice to Proceed to Mobilize on Site and Proceed with Construction as prescribed in Section B-21 hereinabove, the 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 Number, Name and Location).

All parties furnishing labor, materials and/or equipment to said project are to provide notice of such in writing by certified mail to State of Florida, Department of Military Affairs, 2305 State Road 207, St. Augustine, Florida 32086 within twenty (20) calendar days of first providing such labor, materials and/or equipment."

### **C-22 INCLUSION OF AIA DOCUMENT A-201**

The General Conditions of the Contract for Construction, American Institute of Architects Document A-201, 2007 Edition, as modified, shall apply to and form a part of this Section as if written in full herein.

### **C-23 SCOPE**

The following Sections C-24 through C-32 set forth modifications and additions to the General Conditions described above.

### **C-24 ARTICLE 2, OWNER**

Article 2.1.2 – NOT APPLICABLE

Article 2.2.1 – NOT APPLICABLE

### **C-25 ARTICLE 3, CONTRACTOR**

Article 3.3.2 - Add the following: "Should the Architect-Engineer/Project Manager find any person(s) employed on the project incompetent, unfit or otherwise objectionable for his duties and so certifies 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/Project Manager."

Article 3.8.1 - Add the following: "If directed by the Architect-Engineer/Project Manager 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/Project Manager."

Article 3.10.1 – NOT APPLICABLE. Reference Section C-5 for progress scheduling.

Article 3.14.1 - Add the following: "All cutting, fitting 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-26 ARTICLE 4. ARCHITECT**

Article 4.1.1 - Delete in its entirety and replace with the following: "The Architect-Engineer is the design professional identified in the Owner-Contractor Agreement. Throughout the contract documents, the Architect-Engineer is referred to as if singular in number and masculine in gender. The terms Architect and Architect-Engineer mean the Architect-Engineer or his authorized representative."

Article 4.2.5. Add the following: "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."

**C-27 ARTICLE 5, SUBCONTRACTORS**

Article 5.2.4 - Add the following: "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-28 ARTICLE 7, CHANGES IN THE WORK**

Omit all references to "Construction Change Directive".

**C-29 ARTICLE 8, TIME**

Article 8.3.1 - Delete the words "or by delay authorized by the Owner pending mediation and arbitration."

Article 8.3.3 – NOT APPLICABLE

**C-30 ARTICLE 9, PAYMENTS AND COMPLETION**

Article 9.3.1.1 – NOT APPLICABLE

Article 9.7 – NOT APPLICABLE. Reference Section C-34 for Progress Payments

Article 9.9.1 - Delete the words "provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project."

**C-31 ARTICLE 11, INSURANCE**

Articles 11.2 through 11.3 - Delete in their entirety and insert in their place:

Article 11.2.1, Owner's Liability Insurance - The Contractor shall be responsible for purchasing and maintaining an Owner's Protective Liability Insurance Policy with minimum limits as described in Section C-3 Contractor's Insurance.

Article 11.3.1, Property Insurance - The Contractor shall purchase and maintain property insurance upon the entire work at the site of the full insurable value thereof.

Article 11.3.2 - Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear.

Article 11.3.3 - If the Contractor requests in writing that insurance for special hazards are included in the property insurance policy, the Owner shall permit the Contractor to purchase such insurance, but the cost thereof shall be paid for by the Contractor.

Article 11.3.4 - The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Article 11.3.1, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee. The Contractor shall require similar waivers by subcontractors and sub-subcontractors.

Article 11.3.5 - If required in writing by any party in interest, the Contractor, as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

Article 11.3.6 - The Owner, as trustee shall have power to adjust and settle any loss with the insurers.

Article 11.3.7 - If the Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance once have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy. Consent of the Contractor and the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

Article 11.3.8 Loss of Use Insurance - The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

### **C-32 ARTICLE 13, MISCELLANEOUS PROVISIONS**

Article 13.5.1 - Delete in last sentence: "The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.", and add;

"The Architect-Engineer/Project Manager shall designate the tests which shall be made, and the Contractor shall not obligate the Owner for tests without the Architect-Engineer/Project Manager's approval.

#### **Testing Costs Paid For by the Contractor**

Certain tests of materials, equipment and systems are required as part of the contract and shall be paid for by the 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, the 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 substitute materials or equipment are proposed by the Contractor, he shall pay the cost of all tests which may be necessary to satisfy the Architect-Engineer/Project Manager that specification requirements are satisfied;
- 3) If materials or workmanship are used which fail to meet specification requirements the Contractor shall pay the costs of all coring or other tests deemed necessary by the /Project Manager 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.

Testing Costs Borne by the Owner

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.”

Article 13.6 – NOT APPLICABLE

Article 13.7 – NOT APPLICABLE

**C-33 CHANGES IN THE WORK, DELAYS & EXTENSIONS OF TIME, CLAIMS**

**CHANGES IN THE WORK**

During the course of the Contractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents, and/or the nature and extent of the work as specified and described in the Bidding Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work required to complete the subject Project than planned to be incurred in the Contractor's successful bid, in which event the Contractor or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case, to the extent such greater or less cost and expense results, and in which event 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 on a Proposed Change Order Summary Form (Exhibit 16) therefore on the other party through the Owner. Should the 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, upon terms and conditions mutually agreeable to the Contractor and the Owner, then such demand shall be referred to the Owner for determination, which determination shall be final and binding upon the Contractor, unless appealed in accordance with applicable provisions of the Contract Documents, and if the Owner, upon considering any such demand, determines that the Contract Sum should be increased or decreased, the determination of the amount of any such increase or decrease in the Contract Sum shall be governed and controlled by strict adherence to the following described guidelines and limitations, and neither the Contractor or the Owner shall be entitled to receive any monetary consideration beyond that which is authorized herein 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 the Contractor for labor, materials, equipment, and equipment rental, plus overhead and profit thereon, for performing the changed work.

- A. 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.
- B. All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax, where applicable.
- C. 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:
  - 1. Overhead and profit shall be calculated at the rate of 15% of the Contractor's 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 the Contractor.
  - 2. Overhead and profit shall be calculated at the rate of 7 1/2 percent of the Contractor's subcontractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 15% of all such costs, as 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 subcontractors.

- D. In addition to the foregoing, 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:
1. Paying the premiums required to obtain Performance Bonds and Labor and Material Payment Bonds called for by the Contract Documents;
  2. Paying the fee(s) required for licenses or permits called for by changes in the work;
  3. Paying for delivery of materials or equipment to the job site;
  4. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
  5. Paying for testing required by the changes in the work.
- E. 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 the Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work on a Proposed Change Order Summary Form (Exhibit 16).

#### DELAYS & EXTENSIONS OF TIME

Article 8.3.3 of the AIA General Conditions is not applicable and Contractor's remedies for delays in the progress of the Work, or for changes in the Work, shall be limited to those provided in this Section. The Contractor's exclusive remedy for delays in performance of the contract caused by events beyond its control shall be a claim for equitable adjustment in the contract time; provided, however, inasmuch as the parties expressly agree that overhead cost incurred by Contractor for delays in performing the Work cannot be determined with any degree of certainty, it is hereby agreed that in the event the Contractor is delayed in the progress of the Work after Notice to Proceed to Mobilize on Site and to Proceed with Construction for causes beyond its control and attributable only to acts or omissions of Owner, Contractor shall be entitled to compensation for overhead cost and profit either (a) as a fixed percentage of the actual cost of the change in the Work, if the delay results from a change in the Work, as calculated in Section C, "Conditions of the Contract", or (b) if the delay results from other than a change in the Work, at an amount for each day of delay calculated by dividing an amount equal to a percentage of the original contract sum determined on the graph enclosed as Exhibit 13 by the number of calendar days of the original contract time.

In the event of a change in the Work, Contractor's claim for adjustments in contract sum are limited exclusively to its actual costs for such changes plus fixed percentages for overhead, additional profit and bond costs, as specified in herein.

The forgoing remedies for delays and changes in the Work are to the exclusion of, and thus eliminate, the total cost concept [(that is, computing Contractor's additional costs for changes in Work or the costs of a delay in the progress of the Work by comparing Contractor's total actual costs with its original estimate, see McDevitt & Street Company v. Department of Management Services State of Florida, 377 So.2d 191, (Fla. 1st-DCA 1979)] as the method of determining Contractor's costs associated with a change in the Work or with delay in the progress of the Work.

No provision of this contract shall be construed as a waiver of sovereign immunity by the Owner.

#### CLAIMS AND DISPUTES

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 and 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. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the claim.

No provision of the Contract Documents makes or is intended to make provision for recovery by Contractor of damages for delay or for breach of contract. All claims, disputes or controversies under this contract shall be determined and settled as provided in Section C-38 hereinafter. No claim for breach of contract shall be submitted, determined or settled under Section C-38 hereinafter.



A. **TIME LIMITS ON CLAIMS** -- 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.

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

### **C-34 PROGRESS PAYMENTS**

A. Contractor should note that the Client Agency is the Agency that will occupy and use the project upon substantial completion, and that all or a portion of the funding for this project may have been appropriated by the State Legislature or furnished by Federal Grant to the Client Agency and that payment to the Contractor may be made by the Client Agency based on approval of each payment by the Owner.

Thirty (30) calendar days shall be allowed for the Owner's inspection and approval of the goods and services for which any Application for Payment is made.

The Owner will at intervals pay or cause to be paid to the Contractor as follows:

#### **PAYMENTS TO CONTRACTOR**

##### **Pursuant to FS 255.073 and FS 215.422**

A. Progress Payments against Contract Sum:

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

Upon Owner's receipt and acceptance of a certificate of payment, the Owner has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Owner has twenty (20) days to deliver an approved request for payment to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

The Owner shall pay, or cause to be paid to the 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 a bonded warehouse agreed upon in writing by all parties, less the aggregate of previous payments. Ten percent (10%) retainage is held by Owner until work has been completed and all final documentation has been delivered satisfactorily to Project Manager.

If a payment is not available within forty (40) days; a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

1. The Contractor shall promptly pay each Subcontractor in accordance with Section 287.0585, Florida Statutes, upon receipt of payment from the Owner out of the amount paid to the 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 the Contractor on account of such Subcontractor's work.

2. The Architect-Engineer may, on request at his discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by the Contractor and the action taken thereon by the Architect-Engineer on account of Work done by such Subcontractor.
3. Neither the 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.
4. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

B. The Contractor shall request such compensation by submitting:

1. A properly completed Application for Progress Payment on the form FNG 4012E (Exhibit 10).
2. A properly completed Contractor's Minority Business Enterprises Status Report of Partial Payment (Exhibit 15). This form must be submitted even if no minorities were utilized.
3. A Schedule of Contract Values for FNG 4015E (Exhibit 11) as described below.

The Contractor shall, within ten (10) calendar days from date of Notice to Secure Permits letter, submit to the Architect-Engineer and Project Manager for review and approval three copies of a Schedule of Contract Values 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 Broad Scope Section Numbers". The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

The approved Schedule of Contract Values will accompany and support the 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.

The Schedule of Contract Values form enclosed as Exhibit 11 will be utilized to present this and other pertinent information which will facilitate the checking and processing by the Owner's representatives of the Contractor's Application for Payment.

4. Partial Release of Lien from each subcontractor, dated and notarized.

### **C-35 EXCLUSION OF OWNER FROM LIABILITY**

Notwithstanding any other provision of the Contract Documents, should the Contractor sustain loss or be damaged by act or omission of a separate Contractor, the Owner shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from the 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 the Owner.

### **C-36 DUTIES OF ARCHITECT-ENGINEER'S REPRESENTATIVE (If one is authorized by the Owner)**

- A. The Duties of the Architect-Engineer's Representative(s) shall include but not be limited to the following:
1. Assist the Contractor in obtaining interpretation of the Contract Documents from the Architect-Engineer.
  2. Conduct daily 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 the Contractor.

4. Evaluate suggestions and/or modifications submitted by the 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 the Contractor and Architect-Engineer for a solution.
6. Maintain official relationship only with the General Contractor Job Superintendent(s) and communicate problems to him regardless of which subcontractor(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 men 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 the 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 Manager 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 the Contractor and transmit to the Architect-Engineer with recommendations.
16. Participate in the inspections of construction with the Architect-Engineer and Owner's Project Manager 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 the Owner's Project Manager and to the Architect-Engineer.
18. Copy the Owner's Project Manager 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 the Contractor and the State Agency who will occupy the project in the coordination of the State Agency's requirements to the Contractor(s) schedule.

B. The Architect-Engineer's Representative is **not** authorized to do the following:

1. Authorize deviations from the Contract Documents (unless approve by Architect-Engineer).
2. Expedite the work for the Contractor(s).
3. Advise the 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.

C. 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 General 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 the Contractor's work. If log entries are deemed 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-37 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 government entity.

### **C-38 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.

Under the terms of this Agreement, the Contractor shall not have any right to compensation other than, or in addition to, that provided by this Agreement, to satisfy any claim for costs, liabilities or debts of any kind whatever resulting from any act or omission attributable to the Owner unless the Contractor has provided notice as required by Section C-33 and unless the claim therefore is delivered to the Owner. All claims shall be 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 contract together with any federal, state and local laws, ordinances or code requirements or customary practices and usage's 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 of Section C-33.

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

The Contractor shall carry on the Work and maintain the progress schedule during any administrative proceeding unless otherwise agreed by the Contractor and the Owner in writing.

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

### **C-39 INTEREST PROVISIONS**

Any monies not paid when due to either party under this Agreement shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes.

### **C-40 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 his 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 the 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-41 CONTRACTOR'S REPRESENTATION**

The Contractor represents and warrants that the information provided by the Contractor on Owner's Form DBC-5085 "Experience Questionnaire and Contractor's Financial Statement" (Exhibit 3), which was submitted by the Contractor to qualify for award of this contract, and is hereby made a part of this Agreement by reference, is true, accurate and correct. The Contractor understands and agrees that materially inaccurate information may result in termination of this contract at the Owner's option.

### **C-42 CONTRACTOR'S WORK FORCE**

The Contractor agrees to perform no less than 15% of the project construction work utilizing his own employees. The percentage shall be calculated on the basis of the cost of materials and labor utilized by the prime Contractor's own forces in relation to the original contract amount.

### **C-43 CONTRACTOR'S SUPERVISION OF PROJECT**

The Contractor must provide, as a minimum, field (on-site) supervision (through a named superintendent) of each of the general, concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing trades, either through the use of his employees, or in the instance of mechanical, plumbing and electrical trades through the use of employees of the subcontractor as shown in Items 55 and 56 of the Documents entitled "Experience Questionnaire and Contractor's Financial Statement", and Item (2)(b)II Supervisor, as required in Rule 60D-5.004 displayed in Paragraph B-2 of the Specifications. These Documents by reference form part of this Agreement. The Contractor shall not change or deviate from these principal and supervisory personnel without the written consent of the Owner.

**C-44 TERMINATION FOR CAUSE OR MUTUAL AGREEMENT**

This Agreement may be terminated by either party upon seven (7) days' notice by mutual agreement, or should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this Agreement may be unilaterally terminated by the Owner for refusal by the 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 the Contractor in conjunction with this Agreement. In the event of termination, due to the fault of others than the Contractor, the Contractor shall be paid for services performed to termination date, including reimbursements then due plus terminal expense.

**C-45 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Upon termination, the Contractor shall be entitled to payment and profit for Work completed to the time of termination, only. The percentage of completion shall be determined by the Architect/Engineer, based upon the approved Schedule of Values.

**C-46 CONTRACTOR PAYMENT RIGHTS**

If a payment is not available within forty (40) days of receipt of an approved pay request, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Pay Requests which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The Pay

Request payment requirements do not start until a properly completed Pay Request is provided to the Owner, and has been approved and stamped as received.

**C-47 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-48 DISCRIMINATION; DENIAL OR REVOCATION FOR 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-49 UNAUTHORIZED ALIENS**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

## Unauthorized Aliens Checks Through E-Verify System

*Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Contract by Contractor to perform employment duties within Florida within 3 business days after the date of hire; and (b) all persons (including sub-contractors) assigned by Contractor to perform work pursuant to the Contract with the Department within 90 calendar days after the date the Contract is executed or within 30 days after such persons are assigned to perform work pursuant to the Contract, whichever is later.*

### **C-50 ELECTRONIC MAIL CAPABILITIES**

The Contractor must have electronic mail capabilities through the World Wide Web. It is the intention of the Department of Military Affairs to use electronic communication for all projects whenever possible. The Contractor shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.

### **C-51 ASSIGNMENT**

For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, the 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-52 BUILDINGS PLANS EXEMPTION POLICY**

Pursuant to Section 119.071(3)(b), Florida Statutes, all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from inspection or disclosure under Florida's Sunshine laws. The Architect-Engineer/Contractor agrees to protect and ensure the confidentiality of such documents under its custody or control in conformance with the requirements of Section 119.071(3), Florida Statutes, and all applicable laws. At a minimum, all such documents shall be prominently marked, directly or on an attached cover page, with the following statement: ***"All plans contained herein are confidential and exempt from public inspection or disclosure pursuant to Section 119.071(3)(b), Florida Statutes."*** Any violation of this paragraph or Chapter 119, Florida Statutes, may result in immediate termination of the contract by Owner.

### **C-53 CONTRACTOR ENVIRONMENTAL AWARENESS TRAINING**

Contractor supervisors and all subcontractor supervisors managing projects at FLARNG facilities and properties must show completion of the Contractor Environmental Awareness Training prior to beginning any work. The training is completed by logging into <http://flarng.ecatts.com> and registering as a contractor or subcontractor using the new user login password: flarng (all lowercase). Once the training is complete a certificate of completion can be printed as proof of completion. These certificates and the FLARNGs' Environmental Policy must be posted at the work site for all supervisors working onsite. It will be the responsibility of the contractor and subcontractor to insure that all construction personnel working onsite have been made aware of the FLARNGs' Environmental Policy.

**SECTION D**  
**SPECIAL CONDITIONS**

**D-1 WATER**

Water necessary for testing the fire suppression and associated mechanical systems shall be furnished by the Florida Army National Guard. He (Vendor?) shall make all connections, install any meters necessary for the purposes of this test, take out and pay for all permits necessary, do all piping and clear away all evidence of same after the job is completed.

**D-2 ELECTRICITY**

All electricity for light and power necessary for testing of its electrical and mechanical systems shall be paid for by the Army National Guard .- He (Vendor) shall make all necessary arrangements for any electrical requirements to perform this service and work required at Contractor expenses.

**D-3 PRE-CONSTRUCTION CONFERENCE**

Prior to starting of the fire suppression tests the Owner's Contract Manager will arrange a meeting with the Project Manager, Architect-Engineer, State Agency that will occupy the project, General Contractor, Federal Representatives if involved, Bureau of Apprenticeship and other interested parties. The purpose of this meeting shall be to discuss requirements and responsibilities of the various parties involved with the objective of expeditious handling of the testing contract. The Owner's Project Manager will chair this meeting. The contractor shall receive a pre-construction safety brief by the AASF #1 Safety Officer / Maintenance Supervisor. The contractor will be bound to adhere to all AASF #1 safety policies during the timeframe of the testing.

**D-4 SITE SECURITY**

The Contractor shall pay for and be responsible to secure the site and the project against theft, vandalism, fire, and for public safety at all times (24 hours per day) from Notice to Proceed until Substantial Completion.



**EXHIBIT 1**  
**INVITATION TO BID**

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

E-MAIL CONTACT: \_\_\_\_\_

POC TELEPHONE NO.: \_\_\_\_\_

PROPOSALS ARE REQUESTED FROM QUALIFIED LICENSED GENERAL/BUILDING CONTRACTORS BY THE State of Florida, Department of Military Affairs HEREINAFTER REFERRED TO AS OWNER, FOR CONSTRUCTION OF:

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME & LOCATION: \_\_\_\_\_

POTENTIAL RESPONDENTS TO THE SOLICITATION ARE ENCOURAGED TO CAREFULLY REVIEW ALL THE MATERIALS CONTAINED HEREIN AND PREPARE RESPONSES ACCORDINGLY.

FOR: (Project Description) \_\_\_\_\_  
\_\_\_\_\_

Building must meet Florida Building Code, State Fire Marshall, local Authorities Having Jurisdiction and Area Water Management requirements, and any other permits and fees required by other county, local or state authorities.

Regulatory permitting to include the preparation, submittal, payment and review coordination of the Water Management District, Environmental Resource Permit (including permit fees), Florida Department of Environmental Protection (FDEP) Notice of Intent (including filing fees), Clay County Review Permit Fee.

Prior to contract award, the Department reserves the right to perform or have performed, an on-site review of the proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the proposer and may be used to determine whether the proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the proposer has financial capability adequate to meet the contract requirements. Should the Department determine that the bid/proposal has material misrepresentations or that the size or nature of the proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid/proposal).

The respondent shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure the award for this project and that it has not paid or agreed to pay any person, company corporation, individual or firm other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award.

The respondent shall warrant that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

The respondent will comply with all applicable federal, state and local rules and regulations in providing services to the Department under this solicitation if awarded.

**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.

The STATE OF FLORIDA requires all Contractors to implement a drug free workplace program as defined in 287.087, Florida Statutes.

**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.

**BID SECURITY:** Bids/Proposals in total excess of \$100,000.00, the bidder must provide with bid, a good faith deposit in the amount of 5% of the bid by way of a bid bond from a surety insurer authorized to do business in the STATE OF FLORIDA as surety or a certified check or cashier's check accompanying the bid.

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND'S** are required from any persons or parties entering into a formal contract with the STATE OF FLORIDA for contracts in total excess of \$100,000.00 for construction, additions, renovations, repairs, or demolition of any public building pursuant to Florida Statute 255.05(1)(a).

**CONTRACTOR INSURANCE:** The contractor must provide the owner with proof of insurance within 10 days of contract award. NO work may commence in connection with the contract until he has obtained all insurance as specified in the Non-Technical Specifications Level III, Section C-4 or the Non-Technical Specifications Level IV & V, Section C-3 and such insurance has been approved by the Owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by owner. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent. The insurance requirements shall be completed in a timely manner in order not to delay the construction schedule.

**All questions regarding this procurement will be accepted in writing via facsimile or email to** Department of Military Affairs - CFMO, Attention: Contracting Branch: Facsimile: (904) 823-0189 or Email Address: [cfmocontracting@ng.army.mil](mailto:cfmocontracting@ng.army.mil).

Any questions from proposers concerning this solicitation shall be submitted in writing, identifying the submitter, to the Contracting Branch listed above at the address specified above by email or by facsimile no later than the date specified below. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable.

**INFORMATION WILL NOT BE AVAILABLE BY TELEPHONE.** All information received through any oral communication shall not be binding on the Department of Military Affairs and shall not be relied upon by a Bidder.

Pursuant to Section 287.057(26), Florida Statutes, Respondents to this solicitation of persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All questions and answers/changes to the solicitation will be provided in Addenda Form and posted on the DMS Vendor Bid System (VBS). It is the prospective contractor's responsibility to check periodically for any information updates, to the solicitation, which is posted to the VBS. The Department of Military Affairs bears no responsibility for any delays, or resulting impacts, associated with a prospective contractor's failure to obtain information made available through the DMS Vendor Bid System.

**CONFLICT OF INTEREST:** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly an interest of five percent (5%) or more in the respondent or its affiliates.

**MANDATORY SITE VISIT AND PRE-BID MEETING:**

**DATE AND TIME: Local Time**

**PLACE: (Facility address/location)**

All General Contractors interested in bidding on this project are required to attend this pre-bid meeting. Subcontractor participation is highly encouraged. No later dates for site visits will be scheduled.

**SEALED BIDS WILL BE RECEIVED, PUBLICLY OPENED AND READ ALOUD ON:**

**DATE AND TIME: local time**

**PLACE: Robert F. Ensslin, Jr, National Guard Armory, 2305 State Road 207, St. Augustine, Florida 32086. (Drill Hall Floor)**

**MARK ENVELOPES: SEALED BID-DO NOT OPEN for Project Number/Name\_\_\_\_\_, \_\_\_\_\_, Department of Military Affairs, Robert F. Ensslin National Guard Armory, 2305 State Road 207, Room 421, St. Augustine, Florida 32086, Attn: Contracting Department.**

**BIDS/RESPONSES TRANSMITTED ELECTRONICALLY WILL NOT BE CONSIDERED. BIDS/RESPONSES RECEIVED AT THE LOCATION DESIGNATED AFTER THE EXACT TIME SPECIFIED FOR RECEIPT WILL NOT BE CONSIDERED.**

**Bids submitted via courier or mail must be delivered to the above address, please do not send Sealed Bids to the project location or any other Department of Military Affairs location. The Department of Military Affairs will not assume receipt of any sealed bid unless delivered to the address and room listed in this solicitation.**

**BID/PROPOSAL:** All responses must be submitted in a sealed package and shall be clearly marked on the outside of package with the above information. Department of Military Affairs is not responsible for the opening of any solicitation package which is not properly marked. Bids will be time stamped on the official time clock upon delivery. It is the respondent's responsibility to assure its response is submitted in the place and time indicated in this solicitation. Also, all responses must be in full accordance with the requirements of the Drawings, Specifications, Bidding Conditions and Contractual Conditions, and Non-Technical Specifications, which have been prepared by the Engineer as listed, and may be obtained as follows:

**ARCHITECT-ENGINEER: POC Name**

**TELEPHONE: \_\_\_\_\_ Fax \_\_\_\_\_**

**EMAIL ADDRESS: (POC email address)**

Make all checks or money orders payable to: \_\_\_\_\_. No credit cards are accepted.

FULL SETS of drawings and specifications may be purchased by payment of the printing and handling cost at the rate of \$\_\_\_\_\_.00 per set, or \$\_\_\_\_\_ for CD, NON-REFUNDABLE, or may be available for purchase upon request at the Pre-Bid Meeting.

Note:

1. General Contractors are limited to 2 sets only.
2. Only Full Sets of documents will be issued.
3. Shipping Costs for Documents is not included in the above deposit price.
4. Documents will not be available in electronic format.

**FINAL QUESTIONS FROM BIDDERS: Local Time**

Any questions from proposers concerning this solicitation shall be submitted in writing, identifying the submitter, to the contacts listed by email or fax only.

**Questions submitted after this date will not be answered. All technical questions regarding this procurement will be accepted via email ONLY to \_\_\_\_\_. All questions will be answered in addendum form. Addenda will be sent to all parties on A/E plan holders list and Pre-Bid Meeting Sign-In sheet as well as published in the Vendor Bid System.**

**CONTRACT AWARD:** Contract award will be given to the lowest responsive and responsible bidder. 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. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If no protest is filed, the contract will be awarded to the qualified, responsible and responsive low bidder in accordance with Chapter 60D-5 by the Owner.

**INABILITY TO POST ELECTRONICALLY:** If the Department is unable to post (due to technical difficulties) as defined above, the Department will notify all proposers via the Point of Contact and electronic address provided to the Department by the proposer at the Mandatory Pre-Bid meeting. Notice will be posted as defined above once the technical difficulties have been rectified; however, the official posting time will be that time at which the last proposer was electronically notified.

**MINORITY PROGRAM:** Minority Business Enterprises (MBE) are encouraged to participate in this Invitation to Bid. Utilization of MBE participation is highly encouraged from all Bidders. MBE's must be certified by the Office of Supplier Diversity.

**CLARIFICATIONS/REVISIONS:** Before award, the Owner reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible before Contract award. Failure to provide requested information may result in rejection of the response.

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award with or without further discussion of the proposals submitted or accept minor informalities or irregularities in the best interest of the State of Florida, which are considered a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposers. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest and will not affect the price of the proposal by giving a proposer an advantage or benefit not enjoyed by all other proposers. It is understood the proposal will become a part of the Department's official file, without obligation to the Department. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions contained herein. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to failure to utilize or complete in their entirety prescribed forms, conditional proposals, incomplete proposals, ambiguous proposals, and improper, missing and/or undated signatures.

The State of Florida, Department of Military Affairs, objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions; whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this contract shall be exempt from the one percent (1%) transaction fee. Prior to entering into a contract with the State of Florida, Department of Military Affairs, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration must be completed at the MyFloridaMarketPlace website (link available under BUSINESS at ([www.myflorida.com](http://www.myflorida.com))). Prospective contractors who do not have Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866) 352-3776.

The Level 3 Non-Technical Specifications are considered to be applicable to this solicitation and award of contract when made and are made a part hereof.

The State of Florida's performance and obligation to pay under this contract is contingent upon availability of funding and an annual appropriation by the Legislature.

For the purposes of this solicitation, the terms proposer, respondent, offerer and contractor/vendor are used interchangeably and mean a person(s) or firm(s) submitting a response to this solicitation, including joint ventures.

The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If a contractor/vendor employs unauthorized aliens, such violation shall be cause for rejection of bid/unilateral cancellation of a contract if awarded.

Order Number 11-02: E-verify System: Department of Homeland Security:

*Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Contractors will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Contract by Contractor to perform employment duties within Florida within 3 business days after the date of hire; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Contract with the Department within 90 calendar days after the date the Contract is executed or within 30 days after such persons are assigned to perform work pursuant to the Contract, whichever is later.*

Department of Financial Services has (DFS) scheduled several webinars for vendors to educate them on the time-sensitive actions they need to take before October 2011 in order to receive further payments from the state. Take advantage of an upcoming DF S Electronic W-9 webinar. State of Florida vendors must register and complete an electronic Substitute Form W-9 in preparation for the 3 percent Federal withholding law that takes effect January 1, 2012. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. Vendors must submit valid information to DFS prior to October 2011 or vendors will not receive further payments from the state. Learn more and register for a webinar at <http://www.myfloridacfo.com/aadir/SubstituteFormW9.htm>

NO VERBAL STATEMENTS MADE BY ANY STATE OF FLORIDA EMPLOYEE OR AGENCY REPRESENTATIVE WILL OPERATE TO SUPERSEDE INFORMATION PUBLISHED IN THIS SOLICITATION. ONLY WRITTEN ADDENDUMS ISSUED BY THE DEPARTMENT OF MILITARY AFFAIRS CONSTRUCTION AND FACILITY MANAGEMENT OFFICE OR ITS REPRESENTATIVES WILL OPERATE TO ALTER OR OTHERWISE AMEND THIS SOLICITATION.

EXHIBIT 2

<b><u>ACORD</u> CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YY) <b>Current Date</b>
--	--

PRODUCER <b>Abc Insurance</b> <b>6789 Surety Street</b> <b>City, State Zip</b>	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED <b>Def Contractors</b> <b>12345 Building Way</b> <b>Anytown, FL 30000</b>	INSURER A: <b>Worldwide Insurance Co.</b> INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES SAMPLE COPY / SAMPLE COPY / SAMPLE COPY**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	<b>\$ 1,000,000</b>
					FIRE DAMAGE (any 1 fire)	<b>\$ 300,000</b>
					MED EXP (any 1 person)	<b>\$ 10,000</b>
					PERSONAL & ADV INJURY	<b>\$ 1,000,000</b>
					GENERAL AGGREGATE	<b>\$ 2,000,000</b>
					PRODUCTS – COMP/OP AGG	<b>\$ 2,000,000</b>
					DAMAGE TO PREMISES (ea occur)	
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea Accident)	<b>\$ 100,000</b>
					BODILY INJURY (per person)	<b>\$</b>
					BODILY INJURY (per accident)	<b>\$</b>
					PROPERTY DAMAGE (Per accident)	<b>\$</b>
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY – EA ACCIDENT	<b>\$</b>
					OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE	<b>\$1,000,000</b>
					AGGREGATE	<b>\$1,000,000</b>
						<b>\$</b>
						<b>\$</b>
						<b>\$</b>
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  If yes, describe under SPECIAL CONDITIONS below OTHER <b>Owners and Contractors Protective Liability</b>				<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
					E.L. EACH ACCIDENT	<b>\$ As Law Req's</b>
					E.L. DISEASE –EA EMPLOYEE	<b>\$ As Law Req's</b>
					E.L. DISEASE –POLICY LIMIT	<b>\$ As Law Req's</b>
						<b>\$1,000,000 each occurrence \$2,000,000 per aggregate</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:  
**CFMO Project # \_\_\_\_\_ for \_\_\_\_\_ (Project Name)**  
**State of Florida, Department of Military Affairs is named as additional insured. All policies include a waiver of Subrogation in favor of the additional insured.**

CERTIFICATE HOLDER <b>State of Florida</b> <b>Department of Military Affairs</b> <b>Construction &amp; Facility Management Office</b> <b>2305 State Road 207</b> <b>St. Augustine, Florida 32086</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <b>ALFRED JONES</b>
---	--

**EXHIBIT 3**

**OWNER'S INSTRUCTIONS FOR  
EXPERIENCE QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT**

The information listed in the Experience Questionnaire and Contractor's Financial Statement Forms is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

The bidder is required to complete all the attached forms. If the bidder is a Joint Venture, then each Corporation, Partnership or Individual that is a party to the Joint Venture must complete, individually, each form.

All references to "fiscal year" in this questionnaire will mean the fiscal year of the bidder filing this form.

**Heading**

Project Title - Indicate title of project as shown in the specifications.

Location - Project location as shown in the specifications.

**Sections 1 & 2**

Trades or Trades Being Bid

Insert in box(es) on Page 1 the code number(s) listed below which represent the trade(s) for which you are qualified to bid:

<u>Trade</u>	<u>Code Number</u>
Building Construction	1
Electrical	2
Elevator	3
Food Service	4
Heating, Ventilating & Air Conditioning	5
Laboratory Equipment	6
Landscaping	7
Plumbing	8
Power Plants (Boilers, Equipment & Piping)	9
Refrigeration	10
Roofing	11
Sanitary (Sewage Treatment Plants, Pumping Stations, etc.)	12
Other _____	13

**Sections 3-53**

Complete in accordance with form. NOTE: SECTION "A" Financial Statement - Do not attach current company financial statement if dated over 90 days from date of this submittal. See letter "Attesting to liquid assets" Section number 64 (complete only if needed). \*In accordance with Florida Administrative Code (FAC) 60D-5.004 Bidder's Qualification Requirements and Procedures, Paragraph (2)(a)4(b)1e, "The value of liquid assets must be no less than one-twentieth of the amount of the base bid".

Liquid assets shall include cash, stocks, bonds, pre-paid expenses and receivables, but shall not include the value of the equipment."

**Section 54**

Under "c", list previous business name or names and the number of years you have done business under these names within the past 10 years.

**Section 55**

From your present payroll indicate the number of individuals in each category in the "Current" column. Estimate the maximum and minimum number of employees over the previous 3 fiscal years in each category.

**Sections 56-64**

Complete in accordance with form.

Section 63

- 1) In Section 62, Column C insert "S" if a subcontractor or "P" if a prime contractor. The balance of section to be completed in accordance with form.
- 2) Billings for 3 fiscal years - insert year and amount.
- 3) Work in progress at the end of the past 3 fiscal years - same as above.

Section 64. Complete in accordance with form.

If additional space is required, please attach supplementary pages.  
DBC-5085 CFMO Revised April 2010

ADDITIONAL QUALIFICATION REQUIREMENTS

The following must be included with packet

1. Copy of Florida State Contractor License.
2. Corporate Charter Number. See Item #7
3. Proof of Contractor's active office within 300 road miles of project. (Map Quest or like)
4. Contractor agreement to perform no less than 15% of project work itself, on company letterhead.
5. Resumes of experience for Project Manager and Project Superintendent.
6. At least three references with current contact name/numbers of projects completed within last 5 years.



**EXHIBIT 3 CONTINUED**

**OWNER'S  
EXPERIENCE QUESTIONNAIRE  
AND  
CONTRACTOR'S FINANCIAL STATEMENT**

Project Title \_\_\_\_\_

Location \_\_\_\_\_

Insert code number of trade or trades for which you are qualified to bid on the basis of previous experience in accordance with attached detailed instructions, each in its respective box below:

1.

2.

3. Is your organization currently pre-qualified with any governmental agency? \_\_\_\_\_ If so, please list.

\_\_\_\_\_

4. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?

If so, please list and describe \_\_\_\_\_

\_\_\_\_\_

5. Have you, in the previous five years, ever not been able to achieve substantial or final completion within the number of contract specified calendar days?

If so, please list, provide Owner's POC with phone number, and describe project and problems encountered \_\_\_\_\_

\_\_\_\_\_

6. Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

7. (Check below)
- |                  |                              |
|------------------|------------------------------|
| A Corporation    | ( ) Corporate Charter Number |
| A Co-partnership | ( )                          |
| An Individual    | ( )                          |
| A Joint Venture  | ( )                          |

The contractor acknowledges that this Experience Questionnaire and Financial Statement is made for the express purpose of introducing the Owner to whom it is submitted to award a contract to the contractor. Further, the contractor acknowledges that the agency may at its discretion, by which means the Owner may choose, determine the truth and accuracy of all statements made by the contractor herein.

**EXHIBIT 3 CONTINUED**

SECTION "A". FINANCIAL STATEMENT  
 Reflecting financial position as of close of most recent operating year

As of \_\_\_\_\_  
 (Date)

ASSETS

8. CASH\* \$ \_\_\_\_\_

ACCOUNTS RECEIVABLE

9. From Government Contracts Completed \_\_\_\_\_

10. From Non-Government Contracts Completed \_\_\_\_\_

11. Claims included in 8 and 9 not yet approved or in litigation \$ \_\_\_\_\_

12. From Government Contracts in Process \_\_\_\_\_

13. From Non-Government Contracts in Process \_\_\_\_\_

14. Claims included in 11 and 12 not yet approved or in litigation \_\_\_\_\_

15. Retainage included in 11 and 12 \_\_\_\_\_

16. Other\*\* (list) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

NOTES RECEIVABLE

17. Due within 90 days\*\* \_\_\_\_\_

18. Due after 90 days\*\* \_\_\_\_\_

INVESTMENTS

19. Listed securities - present market value \_\_\_\_\_

20. Unlisted securities - present value \_\_\_\_\_

BID DEPOSITS

21. Recoverable within 90 days \_\_\_\_\_

22. Recoverable after 90 days \_\_\_\_\_

ACCRUED INTEREST

23. Receivable on notes \_\_\_\_\_

24. Receivable on Investments \_\_\_\_\_

25. Other (list) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

26. REAL ESTATE (BOOK VALUE OR MARKET, WHICHEVER IS LESS) \_\_\_\_\_

27. INVENTORIES (NOT INCLUDED IN RECEIVABLE BILLING AND AT PRESENT VALUE) \_\_\_\_\_

28. EQUIPMENT-NET BOOK VALUE (SUPPLY LIST BY COST, DEPRECIATION, NET BOOK VALUE) \_\_\_\_\_

OTHER ASSETS

29. Contract Costs in excess of Billings \$ \_\_\_\_\_

30. Cash Surrender Value of Life Insurance \_\_\_\_\_

31. Receivables from Officers and Employees \_\_\_\_\_

32. Other (list) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT 3 CONTINUED

33. TOTAL ASSETS \$ \_\_\_\_\_  
\*Do not include deposits for bids or other Guarantees  
\*\*Do not include receivables from officers and employees

ACCOUNTS PAYABLE

34. Due within 1 year \_\_\_\_\_  
35. Due after 1 year \_\_\_\_\_

NOTES PAYABLE

36. Due within 1 year \_\_\_\_\_  
37. Due after 1 year \_\_\_\_\_  
38. Officers and Employees \_\_\_\_\_

39. TAXES PAYABLE \_\_\_\_\_

40. ACCRUED AND ACTUAL PAYROLL PAYABLE \_\_\_\_\_

41. MORTGAGES PAYABLE \_\_\_\_\_

OTHER LIABILITIES

42. Federal Income Tax Provision \_\_\_\_\_  
43. Deferred Income \_\_\_\_\_  
44. Other (list) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NET WORTH

45. (If individual proprietorship or partnership) \_\_\_\_\_

CAPITAL STOCK

46. Common Issued and Outstanding \_\_\_\_\_  
47. Preferred Issued and Outstanding \_\_\_\_\_  
48. Treasury Stock \$ \_\_\_\_\_

CAPITAL SURPLUS

49. Earned Surplus Prior Years \_\_\_\_\_  
50. Earned Surplus Current Year \_\_\_\_\_

51. TOTAL LIABILITIES AND NET WORTH \$ \_\_\_\_\_

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

52. Dated this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ month \_\_\_\_\_, \_\_\_\_\_ year

\_\_\_\_\_  
Name of Organization

By: \_\_\_\_\_  
Title

FEIN: \_\_\_\_\_

**EXHIBIT 3 CONTINUED**

**SECTION 'B'. EXPERIENCE QUESTIONNAIRE**

53. If a Corporation, answer this:

If a Partnership or Individual Proprietorship, answer this:

Date of incorporation \_\_\_\_\_

Date of organization \_\_\_\_\_

In what State \_\_\_\_\_

If a partnership, state whether partnership is general, limited association \_\_\_\_\_

Name of Officers:

Name and Address of Partners:

President \_\_\_\_\_

Vice President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasure \_\_\_\_\_

54. a. How many years has your organization been in the construction business? \_\_\_\_\_

b. How many years under your present business name? \_\_\_\_\_

c. How many years under previous business name? (List other names)

\_\_\_\_\_

\_\_\_\_\_

**SUBSIDIARY OR AFFILIATED COMPANIES  
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

**NAME AND ADDRESS OF SUBSIDIARY  
OR AFFILIATED COMPANIES**

**EXPLAIN IN DETAIL THE  
PRINCIPAL'S INTEREST IN THIS  
COMPANY AND NATURE OF BUSINESS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 3 CONTINUED**

NUMBER OF FULL TIME PERSONNEL WITHIN YOUR ORGANIZATION

	<u>Current</u>	<u>Maximum</u>	<u>Minimum</u>
55. a. Clerical Personnel	_____	_____	_____
b. Engineers & Architects	_____	_____	_____
c. Supervisors, Foremen, or Superintendents	_____	_____	_____
d. Skilled Employees including Technicians	_____	_____	_____
e. Unskilled Employees	_____	_____	_____
f. Estimators	_____	_____	_____
g. Total number of full time personnel	_____	_____	_____

56. WHAT IS THE CONSTRUCTION EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR ORGANIZATION? (Asterisk any personnel likely to be assigned to project being bid.)

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

57. SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

58. Within the previous three fiscal years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

\_\_\_\_\_

\_\_\_\_\_

59. Within the previous three fiscal years has your organization been involved in litigation? \_\_\_\_\_. If so, please list and explain nature and current status.

\_\_\_\_\_

**EXHIBIT 3 Continued**

60. List all contracts completed by your organization in the previous 3 fiscal years. (If more than 10, list the 10 most recently completed.)  
 Projects MUST be listed in spaces below. Additional information may be attached if desired.

Name of Owner	A Name, Location & Description of Project	B Type of Work	Name of Design Architect and/or Design Engineer	C. Original Contract Price	Completion Dates:		
				D. Final Contract Price	E. Original	F. Revised	G. Actual

**EXHIBIT 3 CONTINUED**

With reference to all contracts completed by your organization in the previous fiscal years, as listed on Page 6, answer the following questions:

61. Explain differences in original contract price and in completion dates, if any.

62. Were there any liquidated damages, penalties, liens, defaults or cancellations imposed or filed against your organization?

If so, list the name and location of the project, as shown in Column A, explain.

SAMPLE

**EXHIBIT 3 CONTINUED**

**STATUS OF UNCOMPLETED CONTRACTS**

As of \_\_\_\_\_  
(DATE)

63. Give full information about all of your present contracts. In Column C insert "S" if a subcontractor or "P" if a prime contractor, whether in progress or awarded but not yet begun; and regardless of with whom contracted.

A	B	C	D	E
Project Description Location & Owner	Design Architect And/Or Design Engineer	Total Amount of Your Contract (Or Subcontract)	Amount In Column C Sublet To Others	Uncompleted Amount of Contract
Total				

COMPLETE THE FOLLOWING:

Net Total Billings for Previous 3 Fiscal years:

Year	Dollar Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

Average Backlog for Previous 3 Fiscal Years: (Estimated total value of uncompleted work on outstanding contract)

Year	Dollar Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____



COMPANY LETTERHEAD

64. Attesting to liquid assets.

DATE

RE: PROJECT TITLE AND NUMBER

"I hereby certify that the liquid assets of this firm have not decreased by more than ten percent in the time that has passed between the closing period of the financial statement attached, and the date on which our submittal was provided"

-S-  
CORPORATE OFFICER'S SIGNATURE

SAMPLE

**EXHIBIT 4**

**PROPOSAL FORM**

**SUBMIT ORIGINAL PROPOSAL FORM IN DUPLICATE ON CONTRACTOR'S LETTERHEAD AND INCLUDE BUSINESS NAME, ADDRESS, FEDERAL ID NUMBER, TELEPHONE, FACSIMILE AND SIGNATURE**

**Note: NO conditional, incomplete, unsigned, undated, ambiguous, or improper bids/proposals will be accepted.**

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**TO:** State of Florida, Department of Military Affairs  
Attention: Construction & Facility Management Office (Contract Management Branch)  
2305 State Road 207  
Saint Augustine, Florida 32086

Gentlemen:

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 **Project Number** \_\_\_\_\_, in full accordance with any drawings and specifications prepared by \_\_\_\_\_, in full accordance with the advertisement for bids, Instruction to Bidders, Agreement, and all other documents relating thereto on file in the Construction & Facility Management Office (CFMO) and if awarded the contract, to complete the said work within the time limit specified for the following bid price:

**Base Bid: \$** \_\_\_\_\_

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

Add/Alt 1 \_\_\_\_\_ Price \_\_\_\_\_  
Add/Alt 2 \_\_\_\_\_ Price \_\_\_\_\_  
Add/Alt 3 \_\_\_\_\_ Price \_\_\_\_\_

Enclosed is certified check, cashier's check, treasurer's check, bank draft, or Bid Bond in the amount of not less than five percent 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).**

**MARK ENVELOPES:** ATTN: SEALED BID for Project Number \_\_\_\_\_,

**ADDRESSED TO:** Department of Military Affairs, ATTN: CFMO-Contract Management Branch,  
2305 State Road 207, St. Augustine, Florida 32086

The Bidder hereby agrees that:

a. The above proposal shall remain in full force and effect for a period of 40 calendar days after the time of the opening of this proposal and that the Bidder will not revoke or cancel this proposal or withdraw from the competition within the said 40 calendar days.

b. In the event the contract is awarded to this Bidder, he will abide by and fulfill all requirements as specified in the Non-Technical Specifications provided with the Invitation to Bid.

c. 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 10 calendar days after said contract is submitted to him and, (if requirement is not deleted per Section C-2 of the Conditions of the Contract), 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 7 and 8 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 proposal, the said bid deposit shall be forfeited as liquidated damages.

d. In the event the contract is awarded to this Bidder, he will not commence any work in connection with the contract until he has obtained all insurance as specified in the Non-Technical Specifications, and such insurance has been approved by the Owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by Owner. All insurance policies shall be with insurers qualified to do business in Florida through an authorized licensed Florida Resident Agent. The insurance requirements shall be completed in a timely manner in order not to delay the construction schedule.

e. In the event the contract is awarded to this Bidder, he will (if requested by Owner) complete and submit a preliminary and final Bid Breakout Form supplied by the Department of Military Affairs, Construction & Facility Management Office.

Acknowledgement is hereby made that this proposal includes required permit fees as directed in the Non-Technical Specifications.

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

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

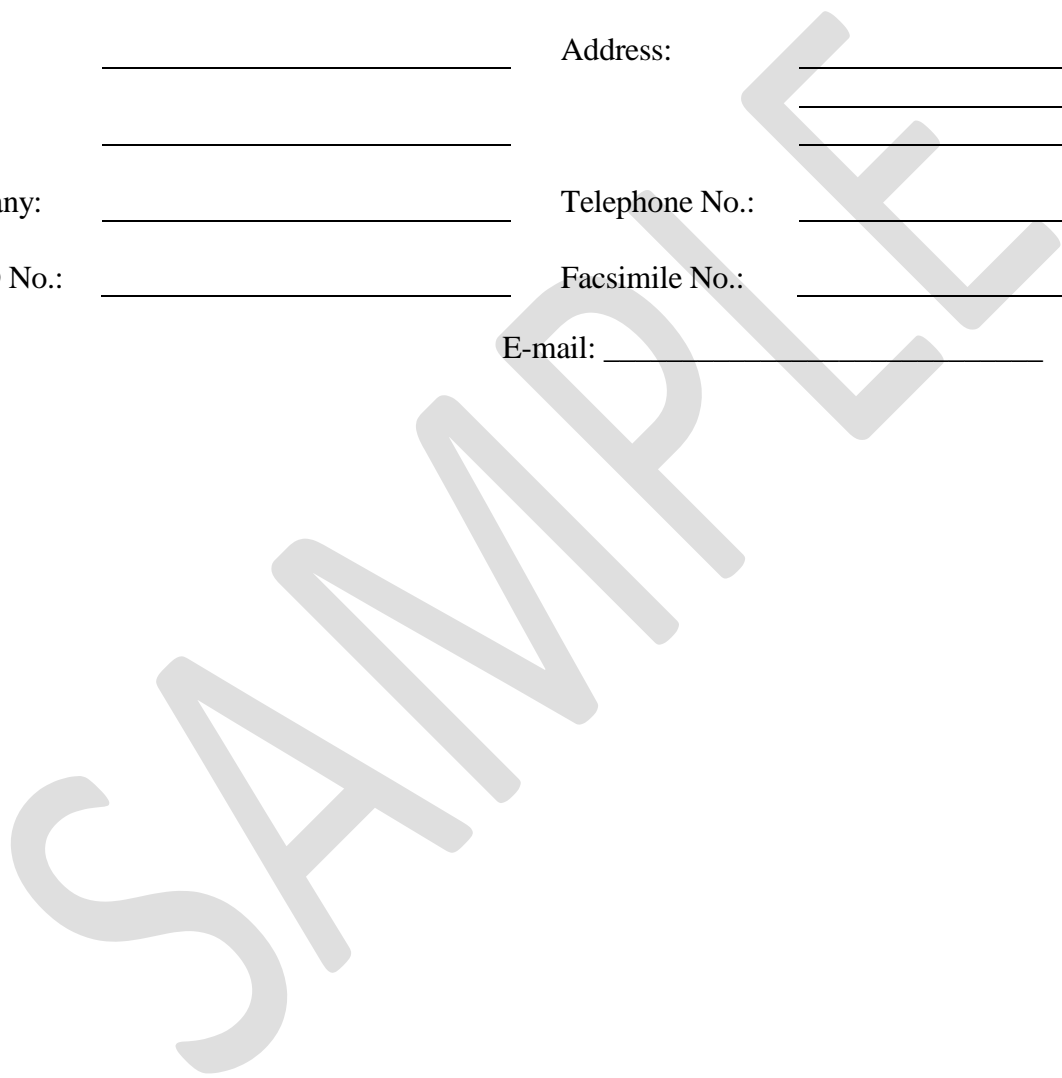
Florida Construction Industries Licensing Board Certification.

\_\_\_\_\_ (Name of Holder) \_\_\_\_\_ (Certificate No.)

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_ (Month) (Year)

(SEAL)

By: \_\_\_\_\_ Address: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Tax ID No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_



**EXHIBIT 5**  
**LIST OF SUBCONTRACTORS**

(To be submitted in duplicate on the Bidder's letterhead and attached to Contractor's proposal.)

**DATE:** \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE CONSTRUCTION OF: PROJECT NUMBER:**

**PROJECT NAME & LOCATION:** \_\_\_\_\_.

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**

1.			(Name)
	(Telephone No.)		(Federal Identification No.)
2.			(Name)
	(Telephone No.)		(Federal Identification No.)
3.			(Name)
	(Telephone No.)		(Federal Identification No.)
4.			(Name)
	(Telephone No.)		(Federal Identification No.)
5.			(Name)
	(Telephone No.)		(Federal Identification No.)

By \_\_\_\_\_  
(Signature)

EXHIBIT 6

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement between Owner and Contractor made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Eleven.

MCCA Number: 0 \_\_\_\_\_  
 Project Number 0 \_\_\_\_\_ Project Location: 0 \_\_\_\_\_  
 Project Name: 0 \_\_\_\_\_  
 AMSCO: 0 \_\_\_\_\_ FUNDING: 0 \_\_\_\_\_

BY AND BETWEEN: The Department of Military Affairs (DMA), 2305 State Road 207, St. Augustine, FL 32086, hereinafter called the OWNER, and

Contractor Name: 0 \_\_\_\_\_  
 Address: 0 \_\_\_\_\_  
 POC: 0 \_\_\_\_\_ FEIN: 0 \_\_\_\_\_  
 Phone/Fax: 0 \_\_\_\_\_ Email: 0 \_\_\_\_\_

hereinafter called the CONTRACTOR. The Owner and Contractor agree as set forth below:

**ARTICLE 1. THE CONTRACT DOCUMENTS** - The Contract Documents consist of the Agreement, the Contractor's proposal, conditions of the Contract (General, Supplementary and other conditions), Specifications, Drawings, all Addenda issued prior to execution of the Agreement, the Non-Technical Specifications as provided, and all Modifications to the above, 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 specifications, drawings, and addenda is as follows:

**Specifications and Drawings prepared By:** 0 \_\_\_\_\_  
 Address: 0 \_\_\_\_\_  
 POC: 0 \_\_\_\_\_ Phone/Fax: 0 \_\_\_\_\_  
 Email: 0 \_\_\_\_\_

**Addenda:** \_\_\_\_\_

In the event of conflict in the provisions of said Contract Documents, the provisions of the basic Agreement which immediately precedes the signatures of the Parties shall control over the Specifications, the 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 work required by the Contract Documents for items as specified in the Scope of Work. No alteration of the original scope shall be accepted in the Bidder's proposal unless approved in writing by the DMA.

**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: 0 \_\_\_\_\_  
 Contract Amount: \$0.00 \_\_\_\_\_  
 Days in Contract: 0 \_\_\_\_\_

**ARTICLE 4. FUNDING** - The State of Florida's performance and obligation to pay under this contract is contingent upon availability of funding and an annual appropriation by the State Legislature.

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

CONTRACTOR		OWNER	
APPROVED:		APPROVED:	
By _____		By _____	
Corporate President's Signature	Date Signed	Owner's Signature	Date Signed
ATTEST:		AS WITNESSED:	
By _____		By _____	
Corporate Secretary's Signature	Date Signed	Witness' Signature	Date Signed
AS WITNESSED:		APPROVED AS TO FORM AND LEGALITY:	
By _____		By _____	
Witness' Signature	Date Signed	Office of the General Counsel	Date Signed

CORPORATE SEAL:

EXHIBIT 7

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 (State Agency's Name) as Oblige, 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\_\_\_\_\_, Project 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 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)

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Florida Resident Agent) (Seal)

\_\_\_\_\_  
(Type Name & Social Security Number)

Power of Attorney attached hereto.

**EXHIBIT 7 CONTINUED**

**NOTES CONCERNING SURETY AND EXECUTION**

**A. SURETY COMPANY REQUIREMENTS**

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.

**B. EXECUTION OF BOND**

1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
3. 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.
4. 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).
5. 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).
6. 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 Social Security number 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.
7. 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.
8. 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.
9. 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.
10. 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 8**

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 \_\_\_\_\_, Project 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.

SIGNED AND SEALED THIS (Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Contractor) (Seal)

\_\_\_\_\_  
(Signature of Witness)

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

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Florida Resident Agent) (Seal)

\_\_\_\_\_  
(Type Name & Social Security Number)

**Power of Attorney attached hereto.**

**EXHIBIT 8 CONTINUED**

**NOTES CONCERNING SURETY AND EXECUTION**

**A. SURETY COMPANY REQUIREMENTS**

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.

**B. EXECUTION OF BOND**

1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
3. 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.
4. 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).
5. 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).
6. 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 Social Security number 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.
7. 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.
8. 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.
9. 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.
10. 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 9**

**WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT**

Contract Number:

Date of Contract Award:

Project No.:

Project Title:

The Undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or material furnished to \_\_\_\_\_ (contractor or sub-contractor) and/or \_\_\_\_\_ (Owner or contractor) on the Job as described below:

Project Title  
Project Location

**IN WITNESS WHEREOF**, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Company Name: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(First Witness Signature)

\_\_\_\_\_  
(Second Witness Signature)

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the  
(Type Name of Certifier below) (Position)  
corporation named as contractor in the foregoing release; that \_\_\_\_\_ who signed  
(Contractor above)  
said release on behalf of the contractor was then \_\_\_\_\_ of said corporation; that  
(Title)  
said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the  
scope of its corporate powers.

Corporate Seal or

Notary Seal

\_\_\_\_\_

(Signature)

**EXHIBIT 10**

Department Of Military Affairs  
Construction & Facility Management Office  
**CERTIFICATE OF PARTIAL PAYMENT**

CFMO Transmittal No.: \_\_\_\_\_

Contractor Name: 0 \_\_\_\_\_  
 Contractor Address: 0 \_\_\_\_\_  
 POC / Telephone Number: 0 \_\_\_\_\_  
 Facsimile Number: 0 \_\_\_\_\_  
 State Project Number: 0 \_\_\_\_\_  
 Federal Project Number: N/A \_\_\_\_\_

Pay Request No: \_\_\_\_\_  
 For Period Ending: \_\_\_\_\_  
 Project Name: 0 \_\_\_\_\_  
 FEIN Number: 0 \_\_\_\_\_  
 Notice to Proceed Date: \_\_\_\_\_  
 Substantial Completion Date: \_\_\_\_\_  
 Final Completion Date: \_\_\_\_\_

	ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner -- TOTAL		

Number	Approved (Date)
<b>TOTALS</b>	

Net Change by Change Orders \$ 0.00

Original Contract Sum	\$0.00
Change Orders (Net)	\$0.00
Contract Sum to Date	\$0.00
Completed To Date	
Materials Stored	
Total Completed & Stored	\$0.00
Total Retainage 10%	\$0.00
Total Earned Less Retainage	\$0.00
Less Previous Certificates	
Less Material Purchased	
Directly By Owner	\$0.00
<b>TOTAL THIS CERTIFICATE</b>	<b>\$0.00</b>
Balance To Finish Incl. Retainage	\$0.00
Retainage REFUND Requested	

**SHOW INDIVIDUAL MBE PAYMENTS SEPARATELY ON CONTRACTOR'S  
MINORITY BUSINESS ENTERPRISES STATUS REPORT OF PARTIAL PAYMENT**

TOTAL AMOUNT PAID THIS CERTIFICATE  
TO MBE SUBCONTRACTORS \$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 true and 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 materialman, 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.

Signature \_\_\_\_\_ Printed Name, Title \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY THE ARCHITECT/ENGINEER:** I certify that I have checked and verified this Partial Payment Application; that to the best of my knowledge and belief, the above application is a true and correct statement of the value of the work performed and the materials suitably stored on the site; that all work and materials included in this Certificate have been inspected 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.

Signature \_\_\_\_\_ Printed Name, Company \_\_\_\_\_ Date \_\_\_\_\_

I certify by evidence of my signature below the above 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.

**APPROVED FOR PAYMENT - SERVICES RECEIVED**

Project Manager: \_\_\_\_\_ 0  
 Directorate: \_\_\_\_\_ 0  
 Telephone Number: \_\_\_\_\_ 0  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Amount Certified: \_\_\_\_\_

Contract Manager Name (Printed) \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Contract Manager Signature \_\_\_\_\_ Date \_\_\_\_\_





**EXHIBIT 12  
STATE OF FLORIDA  
Department Of Military Affairs  
Construction & Facility Management Office**

**CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION**

PROJECT NO: \_\_\_\_\_ PROJECT MANAGER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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 completed under said contract.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this (date), \_\_\_\_\_, by

\_\_\_\_\_ of \_\_\_\_\_  
(name & title of officer or agent) (name of corporation acknowledging)

a \_\_\_\_\_ Corporation, on behalf of the corporation. He/She is personally  
(state/place incorporated)

known to me or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed printed or stamped)

\_\_\_\_\_  
(Title or Vendor)

**EXHIBIT 12a**  
**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  
 THROUGH THE SUBSTANTIAL COMPLETION PHASE**

	<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>	_____	Liquidated Damages to be completed by the Dept. of Military Affairs
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)	_____	_____	@\$ Per Day=\$

**THROUGH THE FINAL COMPLETION PHASE**

1. Time Specified in Contract, Between Substantial & Final Completion	<u>XXXXXX</u>	_____	
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>	_____	@\$ Per Day=\$

TOTAL LIQUIDATED DAMAGES \$ \_\_\_\_\_

Project Director \_\_\_\_\_ Date \_\_\_\_\_  
 Project Development Manager \_\_\_\_\_ Date \_\_\_\_\_



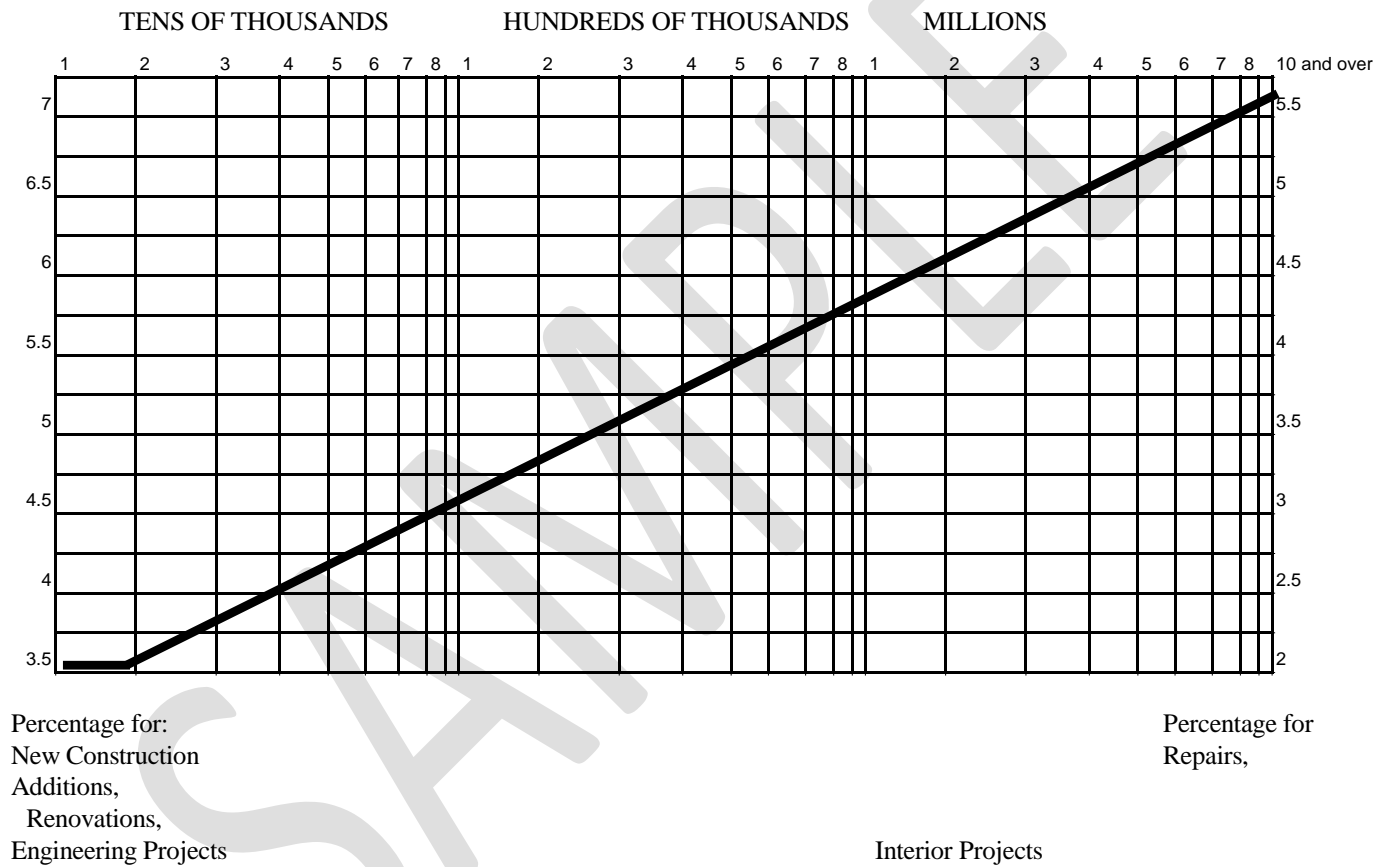
**EXHIBIT 13**

PERCENTAGE FACTOR TO BE USED IN SECTION C-35(6) OF THE CONSTRUCTION CONTRACT CONDITIONS

The following graph lists dollar amounts, percentages and types of construction. The proper percentage shall be used to determine compensation for (b), in Section C-35(6) on the "Conditions of the Contract", "Changes in the Work".

In order to select the proper percentage, the user should find the estimated construction amount on the top horizontal scale, drop to the sloped line, and read horizontally the applicable percentage on either the right hand or left hand vertical scale, depending on the type of construction project.

AMOUNT IN DOLLARS OF CONTRACT CONSTRUCTION COST



**EXHIBIT 14**

(PROJECT NUMBER)

(NAME OF PROJECT)

(NAME OF INSTITUTION)

STATE OF FLORIDA

BEING CONSTRUCTED BY  
FLORIDA DEPARTMENT OF MILITARY AFFAIRS

RICK SCOTT  
GOVERNOR

CONSTRUCTION AND FACILITY MANAGEMENT OFFICE  
LIEUTENANT COLONEL MARK WIDENER

FOR

FLORIDA DEPARTMENT OF MILITARY AFFAIRS

(NAME OF ARCHITECT-ENGINEER)

(NAME OF CONTRACTOR)

**EXHIBIT 15**  
**CONTRACTOR'S Status Report of Minority & Disabled Veteran's Business Enterprise**  
**Report of Partial Payment**

**EXHIBIT 15**

Contractor's Name: \_\_\_\_\_ CFMO Project Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ CFMO Project No.: \_\_\_\_\_  
 City, State and Zip: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contract Amount: \$0.00 Draw Amount: \_\_\_\_\_  
 MBE Participation Amount: \_\_\_\_\_ Draw Request #: \_\_\_\_\_  
 DV Participation Amount: \_\_\_\_\_

Minority Business Enterprise (MBE)						
Full Name of Minority Business Enterprise:	Description of Trade or Service	MBE Status	State Certified	MBE Contract Amount	Amount Paid to MBE This Draw	Total Paid This Contract To Date
		Hispanic Woman African American Asian/Other	MBE Yes/No	Amount	This Draw	To Date
<b>TOTALS</b>						\$

\*\* Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Woman W - Servic 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						
*Service Disabled Veteran's Business Enterprise	Description of Trade or Service	Certified DV business "W" (Yes or NO)	Non-Certified DV Business	DV Contract Amount	Amount Paid to DV This Draw	Total Paid on This Contract To Date
		MBE Yes/No	Amount \$	This Draw	To Date	
<b>TOTALS</b>						\$

Include this form with DMA FNG 4013E

\*Include all subcontractors and material handlers.  
 MBE Form dtd 4/2011

**EXHIBIT 16**

<b>Contractor Name</b>		<sup>1</sup> Proposed Change Order #:	
Address			
POC		<sup>2</sup> C/O Date:	
Phone:	Fax:		
<sup>3</sup> C/O Title:		Project No.:	
Project Name:		Architect (A/E):	
CFMO POC: <sup>A</sup>		A/E POC:	
Address:	2305 State Road 207 St. Augustine, FL 32086	Address:	
Phone:		Phone:	
Fax:	(904) 823-0189	Fax:	
<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u><sup>5</sup> Net Amount</u></b>	
0001	<sup>4</sup> Additional Charge For: (List credit allowances here--if applicable)  See attached subcontractor back-up documentation for reference <sup>B</sup>		
0002	General/Prime Contractors Overhead & Profit		
<b>TOTAL:</b>			
<sup>7</sup> Additional Days Requested by Contractor:		Days Approved by CFMO:	
<b>SIGNATURES:</b>			
Contractor Recommendation		<sup>8</sup> Title	<sup>9</sup> Date
A/E Recommendation (if required by CFMO)		Title	Date
CFMO Project Manager Approval		Title	Date
<b>FUNDING:</b>	RM Approval:	Source:	
Account:		Org Code:	

**EXHIBIT 16 CONTINUED**

**INSTRUCTIONS FOR FNG FORM  
4016-E**

1. Enter Proposed Change Order Number (kept in sequential order by General/Prime Contractors).
2. Date Change Order is being submitted to A/E or CFMO for recommendation and approval.
3. Enter Title for Change Order (i.e., Unforeseen Conditions, Under Ground Stumps, Dishwasher Hood, etc.)
4. Below Additional Charge For: Describe the change being requested in summary, list the RFI number associated with change, list any credit allowances, and include any subcontractor mark-up.
5. Enter "NET" amount for Change Order Request.
6. Enter additional days general contractor is requesting to be granted for this change.
7. Type in Title of the authorized signer from General/Prime Contractor's company.
8. Enter date of General/Prime Contractors signature.
9. Forward this Change Order Request Summary to either the A/E or the CFMO Project Manager.

**NOTES:**

<sup>A</sup> Questions regarding this form can be directed to your CFMO Project Manager or the CFMO Business Management Section at (904) 823-0255 or (904) 823-0256.

<sup>B</sup> Attach all back-up documentation for this Change Order Request in an orderly and understandable format to ensure timely processing.

**Exhibit 17**

State of Florida / Department Of Military Affairs  
Construction & Facility Management Office

**ESTIMATED PAYMENT DRAW SCHEDULE**

(Form is to be completed by Contractor and submitted to CFMO Project Manager within 10 days of Pre-Construction Meeting date)

Contractor Name:	0 _____	Funding Type:	0 _____
Contractor Address:	0 _____	Acctg or CAT Code:	0 _____
City, State, Zip	0 _____	Org Code:	0 _____
Point of Contact:	0 _____	MCCA Number:	0 _____
Facsimile Number:	0 _____	Contract Term:	0 _____
		Contract Amount:	\$0.00 _____
State Project Number:	0 _____	Notice to Proceed Date:	_____
Federal Project Number:	0 _____	Substantial Completion Date:	_____
CFMO Project Manager:	0 _____	Final Completion Date:	_____

Draw #	Month	Year	Est. Monthly Draw Amount
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

Contractor Signature _____	Printed Name, Title _____	Date _____
----------------------------	---------------------------	------------

DATE STAMPED RECEIVED:



ROUTING

CFMO Proj. Mgr.	_____
Resource Mgmt.	_____
USPFO	_____
SQM	_____

EXHIBIT 18  
SAMPLE

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

BOND NO.

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER: STATE OF FLORIDA  
*(Name and address)* DEPARTMENT OF MILITARY AFFAIRS  
CONSTRUCTION & FACILITY MANAGEMENT  
OFFICE  
P. O. Box 1008  
St. Augustine, FL 32085-1008

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

HARTFORD FIRE INSURANCE COMPANY  
Hartford Plaza  
Hartford, CT 06115

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any  
of its obligations to

*(Insert name and address of Owner)* STATE OF FLORIDA  
DEPARTMENT OF MILITARY AFFAIRS  
CONSTRUCTION & FACILITY MANAGEMENT  
OFFICE  
P. O. Box 1008  
St. Augustine, FL 32085-1008

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 7, 2011  
*(Insert in writing the month followed by the numeric date and year.)*

HARTFORD FIRE INSURANCE COMPANY  
*(Surety)*

*(Signature of authorized representative)*

Attest:  
(Seal): \_\_\_\_\_  
i, Witness

Tom S. Lobrano, IV, Attorney-In-Fact  
*(Printed name and title)*

EXHIBIT 19  
SAMPLE

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-222192

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

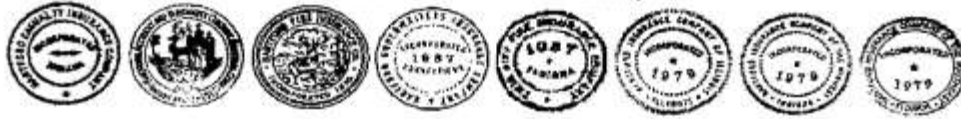
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*James C. Congelio, Tom S. Lobrano III, Tom S. Lobrano IV, James N. Congelio*  
of  
*Jacksonville, FL*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Pascka*

Scott E. Pascka  
Notary Public  
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **April 7, 2011** Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



EXHIBIT 20

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_ (date) \_\_\_\_\_ to \_\_\_\_ (contractor) \_\_\_\_\_ on the job of \_\_\_\_ (job title) \_\_\_\_\_ to the following described property:

(Project name) \_\_\_\_\_  
(Project location) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on \_\_\_\_\_

Lienor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned officer, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or presented \_\_\_\_\_ as identification, and who did \_\_\_\_\_ take an oath, and who is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument in the capacity and for the purposes therein expressed.

Signature of Notary: \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_