STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

PUBLIC ANNOUNCEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

The State of Florida, Department of Juvenile Justice (DJJ), Facilities Services requests qualifications from construction management firms to provide Construction Management Services (CM) for the following:

RFQ NUMBER: FS–15/18–CM
ORIGINAL POSTING DATE: May 5, 2015
PROPOSAL DUE DATE: June 12, 2015 at 5:00 p.m. EST

RFQ QUESTIONS DUE DATE: All questions concerning the RFQ shall be directed to Sandra Moten via facsimile at (850) 921-6940 or via e-mail at sandra.moten@djj.state.fl.us no later than seven (7) calendar days after the RFQ original posting date. All correspondence shall reference the RFQ number. Answers to written submitted questions will be posted on the web site ~ fourteen (14) calendar days after the RFQ original posting date. No oral questions are permitted concerning the RFQ.

PRESENTATION DATE: To be Scheduled the Week of July 17, 2015 (anticipated - if selected)
NOTICE OF DECISION: July 24, 2015 (anticipated)

PROJECT NAME: CONTINUING CONSTRUCTION MANAGEMENT SERVICES REGIONAL AREA CONTRACT

REGIONAL SERVICE AREAS:

NORTH WEST REGION: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Franklin, Liberty, Gadsden, Leon, Wakulla, Jefferson, Madison, Taylor, Dixie, Lafayette, Suwannee, Hamilton, Columbia County, and other counties as may be determined necessary by the owner.

NORTH EAST REGION: Gilchrist, Levy, Alachua, Bradford, Union, Baker, Nassau, Duval, Clay, St. Johns, Putnam, Flagler, Volusia, Lake, Marion, Citrus, Sumter, Hernando County, and other counties as may be determined necessary by the owner.

CENTRAL REGION: Pasco, Pinellas, Polk, Hillsborough, Seminole, Brevard, Orange, Osceola, Sarasota, Manatee, Desoto, Hardee, Highlands, County, and other counties as may be determined necessary by the owner.

SOUTH REGION: Dade, Palm Beach, Monroe, Broward, Charlotte, Glades, Lee, Hendry, Collier Indian River, Okeechobee, St. Lucie, Martin County, and other counties as may be determined necessary by the owner.

PROJECT DESCRIPTION: Complete Construction Management (CM) Services on a continuing basis involving individual project contracts for one (1) or more of the above listed regional service areas. Typical projects may include, but are not limited to: New building construction, sewer treatment plant construction, private roads and bridges, storm water retention systems, general site work and repairs and renovations to existing facilities, professional engineering design, and environmental remediation services, estimating services, inspections and construction administration. The Department may issue up to four (4) contracts per regional service area. Individual projects issued for each region will have an estimated construction costs not exceeding $500,000 and also professional services study fees not exceeding $35,000. The Department reserves the right to issue more
or less contracts for any or all areas if such will be most advantageous to the Department and the State of Florida.

Once selected individual project contracts will typically be awarded to regional Construction Managers in a rotating fashion. The Department reserves the right to award the contract to the next sequential regional Construction Manager under some of the following circumstances. 1.) If the current candidate is non-responsive after multiple attempts to establish communication in an agency emergency situation. 2.) If the current candidate does not begin the contracted services within fifteen (15) days of a mutually agreed upon project start date. 3.) If an acceptable project fee cannot be negotiated between the DJJ and the Construction Manager. There is no work guaranteed to any respondent as a result of being selected and placed under contract. The Department, at its discretion, will negotiate and assign individual project contracts to each regional construction manager.

PROJECT REQUIREMENTS:

In order for a respondent to be considered for a continuing contract award for one or more of the regional service areas listed above, the respondent must have an office and personnel located in that region which it proposes to provide services. The contract will be for an initial period of three years with an option to renew for an additional, three-year period. The respondent shall comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed. All licenses, certifications, permits and insurance required for this contract, will be obtained by the respondent and maintained for the duration of the contract. The DJJ will not pay for the cost of licenses, permits or certifications required by the respondent for company operations. The respondent selected under this RFP shall maintain, during the life of the contract, Workers’ Compensation Insurance of all its employees connected with the contract. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employee engage in hazardous work under the contract is not protected under the Workers’ Compensation statute, the respondent selected shall provide adequate insurance, satisfactory to the DJJ, for the protection of its employees not otherwise protected. The respondent selected under this RFQ shall maintain, during the life of the contract, insurance as outlined in Article 13 Insurance, Indemnity and Waiver of Subrogation of the attached sample contract. The respondent selected shall secure and maintain, during the life of any individual project contract awarded, a Builder’s Risk Policy, All Risks Form and issued on a completed valued basis. The certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DJJ Facilities Contract Manager. The successful respondent (Construction Manager) shall be required to submit insurance certificates evidencing such insurance coverage prior to execution of any project contract with DJJ.

NOTE: The DJJ reserves the right to revise this posting and will post-future revisions at the official posting site location listed above. It is the respondent’s responsibility to remain abreast of any new postings. The DJJ reserves the right to reject any and all proposals or accept minor irregularities in the best interest of the State. The DJJ is not liable for cost incurred in preparing, submitting and supporting bids or proposals or any costs incurred prior to the date of contract execution. The DJJ will pay only those costs agreed upon in the executed contract. Responses received after the schedule receipt time shall be marked “LATE” and returned unopened to the interested respondent. All information received will be maintained with the project file and will not be returned. Respondents are advised that plans and specifications may be reused. Records and meetings are subject to the Government-in-the Sunshine laws. The public is invited to attend all meetings subject to the Sunshine law. A selection committee shall select no less than three respondents per regional service area deemed most highly qualified to perform the required services, in accordance with Chapter 60D-5, Florida Administrative Code. Determination of firms overall ability shall be based on both the information booklet submitted and a check of past references. If short-listed by the selection committee for an interview the interview will also be a factor in the selection process. Posting of results shall be at the official posting site. Protests of the selection must be made within 72 hours of posting the selection results and in accordance with the requirements stated in the selection posting advertisement.

Follow all instructions, i.e. RFQ # on outside of envelope, correct tabs, required information, up-to-date reference contacts, etc. Failure may result in the submission being rejected or a deduction in scoring points. This is the complete RFQ package. The Supplemental Vendor Registration form is not applicable to this RFQ. There are no Plans or Specifications associated with this RFQ.

Respondents are to submit three (3) copies of the following documentation to:
William Gravely, Architect Supervisor  
Department of Juvenile Justice,  
Bureau of General Services/Facility Services  
2737 Centerview Drive,  
Alexander Building, Suite 1300  
Tallahassee, Fl. 32399-3100

NOTE: It is the respondent's responsibility to assure that their Proposal is submitted to the correct place and individual on the correct date and time.

Place RFQ # FS–15/18–CM (in 1 inch high bold letters) on the outside envelope of mailing package. Maximum # of pages permitted per tab section excludes the tab divider sheet (tab divider sheet shall not contain information other than tab number and title). Correspond all TAB labels as specified below. All Proposals must be typed or printed. All corrections made by the respondent prior to the opening shall be initialed and dated by the respondent. No changes or corrections will be allowed after proposals are opened.

Respondents shall submit three (3) 3-ring binders each containing a table of contents and the tabbed sections as outlined herein:

**TAB 1  POINT OF CONTACTS**  (1 page maximum)

Name, Title, Address, Telephone number, Facsimile number, and e-mail address of:

1-1) Individual responsible for the RFQ, its contents and all communication relating to the overall contents of the proposal (i.e. marketing director). All communication between DJJ Facilities Contract Manager and respondent will be through this one individual contact.

1-2) Principles in Charge of firm.

1-3) All permanent regional offices (located in the DJJ regions as defined above) for which you would like to be considered for work. Reminder that, the respondent must have a full-time office and permanent personnel located in those regions in which it proposes to provide services. A point of contact should be provided for each permanent regional location.

No photographs permitted in this tab.

**TAB 2  LETTER OF INTEREST**  (2 pages maximum)

Letter of interest as one single entity responsible for construction management services under one contract detailing the firm's qualifications, related experience, the firm's ability to do the work, the primary location of the office, which will have direct responsibility, years in business and other pertinent data. Each letter in each binder must contain a manual signature of an authorized principle in charge of the responding firm.

No photographs permitted in this tab.

**TAB 3  CORPORATE STRUCTURE / PROJECT STRUCTURE**  (1 page maximum)

Include the respondent's corporate structure in the form of an organizational chart including all sub consultants. Specify the office location from which key personnel and sub consultants will be based in each particular region.

**TAB 4  REGISTRATION / LICENSE**  (3 pages maximum)

4-1) Corporate Charter Registration - If the respondent offering services is a corporation, it must be properly chartered with the Department of State to operate in Florida. Provide a copy of the respondent's current Florida Corporate Charter.

4-2) Florida Contractor License Certification - Provide a copy of the current State of Florida License Certification. Registration certificate(s) is required for the services offered and must be in the name of the respondent offering said services.

NOTE: All individuals listed under Tab-4 must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered. A verification of the current status with the appropriate State Board is made before the recommendation and approval of a respondent's selection is finalized.
**TAB 5  EXPERIENCE QUESTIONNAIRE & CONTRACTOR’S FINANCIAL STATEMENT**  
(10 pages maximum)

Respondent shall provide latest completed Department of Management Services (DMS), Experience Questionnaire and Contractor’s Financial Statement (EQCFS). This form is refined and updated from time to time by DMS. The EQCFS (form DBC5085) may be obtained from DMS via: 4050 Esplanade Way, Building 4030, Suite 335, Tallahassee, Florida 32399-0950; the DMS web page [http://dms.myflorida.com/business_operations/real_estate_development_management/building_construction/forms_and_documents](http://dms.myflorida.com/business_operations/real_estate_development_management/building_construction/forms_and_documents); or by calling (850) 488-6233.

DJJ will not furnish the EQCFS form.  

No photographs permitted in this tab.

**TAB 6  PAST PERFORMANCE**  
(4 PAGES MAXIMUM)

6-1) The respondent shall have a minimum of five (5) years experience in construction, maintenance and management services, engineering, designing, estimating, bidding, inspections and construction administration within the State of Florida.

6-2) The respondent must list a maximum of eight (8) separate and verifiable former projects performed for at least six (6) different clients, of similar size and type as found in the DJJ Regions, which have been completed during the past five (5) years within the State of Florida. (List 2 projects per page).

If applicable, the respondent may list a maximum of eight (8) separate and verifiable former DJJ projects, which have been completed during the past five (5) years. (List 2 projects per page). The number of projects listed in this category shall offset the above, (i.e. Two (2) DJJ projects will allow for six (6) non-DJJ projects)

The total number of past performance references the responsible Respondent may provide is eight (8), or four pages.

Include current point of contact (individual responsible for interfacing with your firm) name, title and phone number, project name, location, company name and project cost.

**TAB 7  SCHEDULING / COST CONTROL**  
(2 PAGES MAXIMUM)

7-1) The respondent shall prepare on 8.5” x 11” (landscape view) a representative (or past) project schedule based on the construction divisions normally associated with a project of the sizes as shown in Tab 6. (1 page maximum)

7-2) The respondent’s scheduling system and cost control should be described. Methods for assuring subcontractors adherence to schedule should be included. A comparison of the respondent’s project profile should indicate their ability to hold to original schedules and budgets. (1 page maximum)

**TAB 8  STAFF QUALIFICATIONS**  
(8 PAGES MAXIMUM)

The respondent shall list the relative experience of all professionals, management, technical and support staff proposed for the term of this contract. Give brief resume of staff assigned to the project including, but not limited to:

- Name and title
- Years with this firm
- Education
- Experience and qualifications relevant to this application

Location assignment (On-Site or Off-Site)
Job assignment for other projects
Years with other firms in similar position
Active registration (provide copy)

Minimum two (2) individuals per page.  

No photographs permitted in this tab.
TAB 9  PROJECT MANAGEMENT / INFORMATION SYSTEM  (2 PAGES MAXIMUM)

9-1) The respondent shall describe project management methods that will be used to keep projects on schedule. (1 page maximum)

9-2) The respondent shall describe the functions and capability of its computer-based project management and information system. (1 page maximum)

TAB 10  GREEN BUILDING & ENERGY EFFICIENT CONSTRUCTION  (2 pages maximum)

10-1) The respondent shall prepare a list (list 2 projects per page) of recent projects completed (within last five years) which conformed to one of the following green buildings ratings systems:

- The United States Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) rating system.
- The Green Building Initiative’s Green Globes rating system.
- The Florida Green Building Coalition standards
- Other nationally approved high-performance green building rating system as approved by the DMS.

TAB 11  MINORITY BUSINESS SUBCONTRACTING PLAN  (2 pages maximum)

Minority Business Subcontracting Plan. To receive credit as a MBE, or to receive credit for the use of a MBE sub consultant, the respondent and/or sub consultant shall be one as defined by the State of Florida Office of Supplier Diversity.

Florida Department of Management Services Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950
Telephone: (850) 487-0915
Web Page: http://www.osd.dms.state.fl.us

The respondent shall identify intended MBE participation by estimated percentages of total contract amounts to be awarded to MBE sub consultants under this project. A verification of the current MBE status with the appropriate State Board is made before the recommendation and approval of a respondent's selection is finalized.

This is the complete RFQ package. Follow directions on all pages. Revisions will be posted on the Florida Administrative Weekly and VBS website. All prospective respondents are advised to monitor that site for RFQ revisions through the date of proposal submission.

END OF RFQ
STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
FACILITY SERVICES

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
Where the Construction Manager is the Constructor
for
MINOR PROJECTS
(Statewide Continuing Area Contracts)

STATE CONTRACT NO.  To Be Determined (TBD)
STATE PROJECT NO.: DJJ – To Be Determined (TBD)
STATE MV DESIGNATION: TBD
CATEGORY CODE: TBD
ORGANIZATION CODE: TBD
EXPANSION OPTION CODE: TBD
PROJECT NAME: TBD
PROJECT LOCATION: TBD
CONSTRUCTION MANAGER: To Be Determined (TBD)
ARCHITECT-ENGINEER: TBD

CHRISTINA K. DALY
SECRETARY
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Note: The exhibits listed below are incorporated for reference. Their use is to be determined per each individual Project.

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CM- Contract
TERMS AND CONDITIONS OF
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
for
MINOR PROJECTS

THIS AGREEMENT, BY AND BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, herebyinafter called the OWNER, and

To Be Determined (TBD)

hereinafter called the CONSTRUCTION MANAGER (CM),

For:

Individual minor construction services (hereinafter called the “Project”) periodically implemented in connection with this Statewide Continuing Area Contract for Minor Projects in the State of Florida, as so selected by the Owner. Each Activation issued pursuant to this Agreement shall have costs to Owner not to exceed $500,000.

For the Owner’s Construction Budget of: $ To Be Determined (TBD) per each Project

The Owner and CM agree to the following terms for each Project undertaken by the CM pursuant to this Agreement:

ARTICLE 1

PROJECT TEAM AND EXTENT OF AGREEMENT

The CM agrees to provide professional services for each Owner assigned project only upon written Activation of the Contract.

1.1 The CM covenants with the Owner to cooperate with the Architect-Engineer (AE) in furthering the interests of the Owner. The CM agrees to complete the Project in a manner consistent with the best interests of the Owner.

1.2 Project Team - The CM, the Owner, and the AE, called the “Project Team” shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required for each individual Project.

1.3 Extent of Agreement – This Agreement is complementary to the scope of Work, drawings, specifications and other descriptive documents defining the Project. This Agreement between the Owner and CM supersedes any prior negotiations, representations or agreements. Where this Agreement is expressly in conflict with the Conditions of the Contract, this Agreement will prevail. Where this Agreement is silent, the Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail. This Agreement may be amended only by written instrument signed by the Owner and the CM.

1.4 Reference – Reference is also made to the following documents hereinafter referred to as the “Contract Documents”: Conditions of the Contract/Agreement, Instruction to Bidders, Request for Qualifications # FS-09/11-CM, Bid Form; DMS Construction Contract Project Manual; AIA Documents A201, A201/CMa, B141, B141/CMa, C141 and Modifications, Supplementary General and Special Conditions, Drawings, Technical Specifications, all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto. The term “Contractor” as used in the aforementioned documents shall mean Construction Manager.

1.5 Definitions

Activation – The written notice that serves as the acceptance of the CM’s proposed GMP and Notice to Proceed for each individual Project issued in accordance with this Contract and is considered part of the Contract Documents.

Agreement – means Contract, and the terms will be used interchangeably.
Architect-Engineer (AE) – The Architect-Engineer identified herein or through separate Agreement with the Owner, and their key personnel assigned to the Project. The AE shall not change any of these key personnel without first obtaining the written consent of the Owner. The AE is an independent contractor and not an agent, representative or employee of the Owner. The AE may or may not be utilized on Minor Projects. It is the CM’s responsibility to verify with the Owner the designated AE.

Authorization – The Authorization serves as a modification (i.e. additional services, changes orders) to the Activation for each individual Project issued in accordance with this contractual agreement and is considered part of the Contract Documents.

Close-Out Documents – Items required prior to submittal of the Final Pay Request. Such items are listed in Exhibit M and may be requested at the discretion of the Owner for each Project.

Construction Manager (CM) – The Construction Manager delineated on Page One of this Agreement and their key personnel assigned to the Project.

Cost of the Project - Shall mean CM’s costs including General Conditions costs, incurred in the Project as described and defined herein, and paid or incurred by the CM less any reimbursement for scrap value and cash or trade discounts.

Estimate – The Construction Manager’s latest estimate of probable project construction costs.

Estimated Cost of the Work/Project (ECOW) – Estimation of the cost of construction based on subcontractor price quotes before Construction Manager’s Fee.

Final Completion – Shall mean that the Project is finally completed in accordance with the contract documents and that all deficiencies, patching, alternations and punch list items are complete. Completion and delivery to the Owner of the Close-Out Documents is required for the project to meet Final Completion.

Guaranteed Maximum Price (GMP) – The GMP guarantees the maximum price to the Owner, for the construction costs of the Project or designated part thereof. The GMP shall be inclusive of the cost for subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job cost overhead and profit as defined in this agreement. The GMP includes Cost of the Project required by the Contract Documents for each Project, the CM’s fee, contingency, taxes which are legally enacted at the time the GMP is established, trade category costs, allowances and other costs which are properly reimbursable as costs of the Project.

Minority Business Enterprise (MBE) – The Construction Manager is encouraged to subcontract with minority business certified by the Office of Supplier Diversity (OSD) whenever possible in the best interests of the Project.

Owner – The State of Florida, Department of Juvenile Justice.

Owner’s Construction Budget – The funds budgeted and requested for Construction of the Project, including, but not limited to, all Construction Management Fees and Costs of the Project/Work. The Owner’s Construction Budget is dependent upon Legislative appropriation. It is exclusive of AE professional services. This acknowledgement of the Owner’s budget is not to be considered as the Construction Manager’s Guaranteed Maximum Price. A Guaranteed Maximum Price shall be offered by separate documentation as outlined herein.

Permitting Authority (BCA) – The State of Florida, Department of Juvenile Justice’s independent Building Code Administrator, M.E.P. Structural Engineering & Inspections, Inc., 3730 Coconut Creek Parkway, Suite 100, Coconut Creek, FL 33066. The Building Code Administrator reviews 100% construction documents, issues building permits and is responsible for code inspections on projects administered by the Owner.

Permitting Authority (SFM) – The State of Florida, State Fire Marshal, Bureau of Fire Prevention, Plans Review Section, 200 East Gaines Street, Tallahassee, Florida 32399-0342, Telephone (850) 922-3171. The Plans Review Section reviews 100% construction documents and is responsible for code inspections on projects administered by the Owner.
**Project or the Work** – These terms may be used interchangeably. The Project is the total Work specified to be performed under this Agreement and each Activation for the Owner. The Project consists of planning, design, code compliance reviews, permitting, construction and code inspections necessary to build the component parts of the Project.

**Project Manager (PM)** – The person designated by the Owner to provide direct interface with the Project Team with respect to the Owner’s responsibilities. The PM shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. The PM shall perform his/her duties promptly and furnish information expeditiously. The PM shall not have the authority to bind the Owner in any contract or amendment unless authorized in writing by the Secretary or other designee authorized to sign authority on behalf of the Owner.

**Project Team** – The Owner’s assigned staff and Project Manager, assigned Detention Services staff, assigned Residential Services staff, assigned Probation & Community Intervention staff, the Construction Manager, and the Architect-Engineer. The Owner’s Project Manager shall oversee the project. All correspondence shall be through the Owner’s assigned Project Manager.

**Subcontractor** - means trade contractor, Supplier, Subconsultant, and the terms will be used interchangeably. A subcontractor is a person or organization who has a direct contract with the CM, or AE when applicable, to perform any of the Work. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any trade contractor, Subcontractor, Supplier and Subconsultant.

**Substantial Completion (SC)** – In order to meet the Substantial Completion, the Project under the Agreement must be sufficiently complete in accordance with the Contract Documents. The Owner must be able to occupy or utilize the Project or designated portions thereof for the use for which it is intended as expressed in the Contract Documents. The Project may be at Substantial Completion before finishing minor alterations and patching, as the Final Inspection shall disclose.

**Wages** - Include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees.

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**ARTICLE 2**

**CONSTRUCTION MANAGER’S SERVICES**

2.1 The CM’s Services under this Agreement include the construction services for a project with a GMP under $500,000. The services described or specified shall not constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The CM will submit a cost proposal for each Project indicating Work requested to be self-performed and to be competitively bid. Should the Owner and CM not reach a contract agreement on any Project, the Owner reserves the right to cease negotiations for that Project and perform the Project by other means without affecting or utilizing this Agreement.

2.2 Each Project will be executed by separate Activation from the Owner for that particular Project. The CM shall commence the Project within 10 days after receipt of the executed Activation for each Project and Notice to Proceed from the Owner. The Project shall not begin before the date established in the Activation. In accordance with F.S. 287.058 (2) the CM shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement or prior to the receipt of an executed Activation. Within 10 days of approval of the GMP, the CM shall submit proof of Builder’s Risk and a Performance and Payment Bond (for Projects over $100,000).

2.3 **Design Phase Review, Recommendations and Warranty** - The CM shall become thoroughly familiar with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall follow the development of design from Preliminaries through working drawings. The CM shall make recommendations with respect to the selection of systems and material, and cost reducing alternatives including assistance to the AE and the Owner in evaluating alternative comparisons versus long term effect. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. The CM shall furnish pertinent information as to the availability of materials and labor that will be required. The CM shall submit to the Owner, Permitting
Authority and AE such comments as may be appropriate concerning construction feasibility and practicality. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the Owner and AE. It is not the CM’s responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statues, ordinances, building codes, rules and regulations. However, if the CM recognizes that portions of the Drawings and Specifications are at variance therewith, the CM shall promptly notify the AE and Owner in writing of any apparent defects in the design, drawings and specifications or other documents. The CM shall prepare an estimate of the construction costs.

At the completion of the CM’s review of the plans and specifications, except only as to specific matters as may be identified by appropriate comments pursuant to this selection, the CM shall warrant, without assuming any Architectural or Engineering responsibility, that the plans and specifications are consistent, practical, feasible and constructible. The CM shall warrant that the Work described in the plans and specifications for the various bidding packages is constructible within the scheduled construction time.

DISCLAIMER OF WARRANTY: The Owner disclaims any warranty that the plans and specifications for the Project are accurate, practical, consistent or constructible.

2.4 Preliminary Project Schedule - When Project requirements have been sufficiently identified, the CM shall prepare, and periodically update, a preliminary Project schedule for the Owner’s review and approval. The CM shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, AE and CM. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and duration’s, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner’s occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the CM shall make appropriate recommendations to the Owner and AE.

2.5 Preliminary Cost Estimates - When Owner has sufficiently identified the Project requirements and the AE has prepared other basic design criteria, the CM shall prepare, for the review of the AE and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques. As design progresses, the CM shall update and refine this estimate at appropriate intervals agreed to by the Owner, AE and CM. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner’s budget, the CM shall make appropriate recommendations to the Owner and AE.

2.6 Construction Phase - Unless otherwise authorized by the Owner, all permanent construction for the Project shall be performed under trade contracts held by the CM or with the CM’s own staff. The CM services shall include those as specified in Article 5. The CM shall:

2.6.1 Administer the construction as provided herein and in the Contract Documents. Unless otherwise provided for in the Activation, Supplementary General Conditions for Construction, the document forms, Special Conditions and Non-Technical Specifications contained in the Project Manual for each individual Project.

2.6.2 Manage, schedule and coordinate the Project, including the Work of the trade contractors, and coordinate the Work with the activities and responsibilities of the Owner, AE and CM in the order to complete the Project in accordance with the Owner’s objectives of cost, time and quality. Develop and maintain a program, acceptable to the Owner and AE, to assure quality control of the construction. Supervise the Work of all subcontractors providing instructions to each when its Work does not conform to the requirements of the plans and specifications and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should disagreement occur between the CM and the AE over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.6.3 Maintain exclusively for the project the level of staff as agreed upon in the approved GMP proposal at the Project site to coordinate and direct the Work and progress of the trade contractors on the Project. All of the CM’s on-site management and supervisory personnel shall be consistent in skill and experience as the personnel interviewed by the Owner and shall not be removed or replaced without prior written notice to the Owner. The Owner shall have the right to direct the CM to remove or replace any on-site personnel whose performance becomes unsatisfactory to the
owner. In such event, the CM shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.6.4 Establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team. Identify an on-site staff member to represent the CM, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the CM. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the CM so as not to delay the progress of the Project.

2.6.5 Establish procedures for coordination among the Owner, AE, trade contractors and CM with respect to all aspects of the Project and implement such procedures. If requested by the agency incorporate these procedures into a project resource manual, and distribute manuals to the Project Team.

2.6.6 In coordination with the AE, establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.6.7 Review the schedule with the various trade contractors and review, or expand, the level of detail to incorporate specific trade contractor input consistent with the overall completion requirements. Regularly monitor and update the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in schedule. Regular schedule updates and reporting shall be included as part of the monthly project report as outlined herein.

2.6.8 Record the progress of the Project. Submit monthly progress reports (written if requested) to the Owner and the AE including information on the trade contractors’ work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the AE. Report and record such additional information related to construction as may be requested by the Owner.

2.6.9 Whenever Owner-Furnished Contractor-Installed (OFCI) materials or equipment are shipped to the Project site, the CM shall notify the Owner and CM shall be responsible for their acceptance, proper storage and protection from the elements, security and incorporation into the Project provided the scope of the OFCI Work is included within the GMP.

2.6.10 Without assuming any of the AE’s responsibilities for design, recommend necessary or desirable changes to the Owner and the AE, review requests for changes and submit recommendations to the Owner and AE.

2.6.11 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the trade contractors. The OSHA guidelines shall serve as the basis for the construction safety program.

2.6.12 Promptly notify the Owner, in writing, upon receiving notice of filing of any change of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.6.13 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents, etc., as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.

2.6.14 Be responsible for the removal, encapsulation, transportation and disposal of any hazardous material or solid waste, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Project. Hazardous materials as described by federal guidelines, brought to the site by the CM or the trade contractors, shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a concealed condition and may be the responsibility of the CM in a Change Order increasing the GMP for any additional costs incurred.

2.6.15 Recommend to the Owner a schedule for procurement of long-lead time items that will constitute part of the Project as required to meet the Project schedule. If the Owner procures such long-lead time items, they shall be procured on terms and conditions acceptable to the CM. The CM shall expedite the delivery of long-lead time items.
2.6.16 Procure an incidental services consultant such as, but not limited to, an Architect, Engineer, Environmental Consultant, Kitchen Consultant, Interior Designer, Programmer and/or Surveyor, in order to expedite professional services that may be required to successfully and expediently remedy an occurrence that may arise from unforeseen field conditions during the course of this agreement. The use of such incidental services consultant shall be determined jointly by the Owner and CM in order to best evaluate the circumstance. Upon Owner’s approval to proceed with the use of an incidental services consultant, the CM shall prepare the scope of Work, solicit proposals, verify consultant’s liability coverage’s and submit a change order request for the Owners review and approval in accordance with Article 10.

2.6.17 The CM shall retain a Threshold Inspector, if required by Chapter 553, Florida Statutes.

ARTICLE 3

OWNER’S RESPONSIBILITIES

3.1 The Owner shall designate a representative to act in its behalf. This representative, or designee will monitor the progress of the Project, serve as liaison with the CM and the AE, examine documents submitted by the AE and render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of the AE’s Work and shall observe the procedure of issuing instructions to the CM.

3.2 Upon written request from the CM, the Owner shall furnish a budget narrative describing which funds will be available and committed for the cost of each Project. The CM shall not commence any Project unless authorized in writing by the Owner.

3.3 Upon acceptance of the GMP, which also includes the CM’s Fee and the Cost of the Project. Invoices will be paid monthly or as services are rendered by the CM and approved by the Owner. Invoices may also be paid as described in the Contract Documents or as specified by the Owner prior to the start of the project.

3.4 The Owner shall retain an AE to design and prepare construction documents for the Project. The AE services, duties and responsibilities shall be as described in the Agreement Between Owner and AE. The Terms and Conditions of the Agreement between the Owner and the AE, a copy of which shall be furnished to the CM upon written request, shall not be modified without notification to the CM.

3.5 The Owner and AE shall communicate with the subcontractors or suppliers only through the CM while such method of communication is effective in maintaining project schedules and quality.

3.6 The Owner shall establish and maintain lines of authority for its personnel and shall provide this definition to the CM and all other affected parties.

3.7 If the Owner observes or otherwise becomes aware of any defect in the Project, it shall give prompt written notice thereof to the AE and the CM.

ARTICLE 4

PERMITTING AND INSPECTIONS

4.1 Before Construction begins, the CM shall obtain all necessary permits unless otherwise directed by the Owner. Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Permitting Authority(s). If directed by the owner the CM will take all necessary measures to insure new construction and renovation projects are constructed to comply with the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative’s Green Globes rating system, the Florida Green Building Coalition standards, or a nationally recognized high-performance green building rating system as approved by the Department of Management Services.
4.2 Permitting Authority may be required for each individual Project, it is the CM’s responsibility to coordinate with the Owner on the scope of the Project to determine if permitting is required. When the CM is uncertain about permitting requirements, the CM shall contact the Permitting Authority(s) for written direction.

4.3 If such Permit is issued, the Projects will require detailed code compliance inspections during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not limited to environmental, structural, mechanical, electrical, plumbing, A.D.A. and fire protection and life safety.

4.4 The CM shall notify the appropriate Permitting Authority(s), no less than 24 hours in advance, that the Work is ready for inspection and before the Work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the CM.

4.5 All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.

4.6 Cost for all reinspections of Work found defective and subsequently repaired shall be borne by the CM.

ARTICLE 5
BIDDING THE WORK AND SUBCONTRACTS

5.1 The CM must competitively bid all subcontracts unless otherwise instructed by the Owner in writing. The CM shall develop trade contractor interest in all proposed Projects and solicit competitive bids on the Work of the various trade contractors. The CM shall also conduct pre-bid conferences with interested bidders to review the documents or outlined scope of work. The CM will negotiate with the successful bidder for the performance of that Work and enter into a lump sum (fixed price) contract in the best interests of the Owner. The CM will also be responsible for insuring that successful subcontracts were not awarded based on collusion.

5.2 The CM may require bidders to submit bid bonds or other bid security acceptable to the CM as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to the budgeted and estimated amounts, prepare for review with the Owner and AE a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the designed scope of Work. Specifically, review the scope of Work in detail with the apparent low and best bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to the Owner and AE for award of trade contracts by the CM identifying the MBE to be utilized. Promptly award and execute trade contracts with approved trade contractors. Provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Owner.

5.3 The CM shall make available to each proposed trade contractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the trade contractor will be bound and identify to the trade contractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each trade contractor shall similarly make copies of such Documents available to its subcontractors.

5.4 The CM shall furnish upon request to the Owner for their information a list of possible trade contractors, Subcontractors, including Suppliers who are to furnish materials and/or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The receipt of such list shall not require the Owner to investigate the qualifications of proposed trade contractor, Subcontractors or Suppliers, nor shall it waive the right of the Owner later to object to or reject any proposed trade contractor, Subcontractor or Supplier.

5.5 By an appropriate written agreement, the CM shall require each trade contractor to the extent of the Work to be performed by the trade contractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all the obligations and responsibilities which the CM by these Documents, assumes toward the Owner and the AE. Said Agreements shall preserve and protect the rights of the Owner and AE under the Contract Documents with respect to the Work to be performed by the trade contractor so that the subcontracting thereof will not prejudice
such rights. Where appropriate, the CM shall require each trade contractor to enter into similar agreements with its subcontractor.

5.6 The CM shall require of the various trade contractors such coordination drawings as may be necessary to properly coordinate the Project among the trade contractors.

5.7 The CM shall schedule and conduct weekly progress meetings with trade contractors to review such matters as job procedures, construction progress, schedule, shop drawing status and other information as necessary. The CM shall provide prior written notice to Owner and AE of all such meetings, and prepare and distribute minutes as requested. The CM shall attend monthly team meetings as scheduled by the AE.

5.8 The CM shall determine the adequacy of the trade contractors’ personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the AE, the CM shall take necessary corrective actions when requirements of a trade contract or a trade contract Schedule are not being met.

5.9 The CM shall, at progress meetings with trade contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner’s Representative on request.

5.10 On all trade contracts where the bid exceeds $50,000, the trade contractor shall provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance.

5.11 Trade contractors must have successfully completed no less than two projects of similar size and complexity within the last five years.

5.12 Any claims by trade contractors for delay or additional cost must be submitted to CM within the time and in the manner in which the CM must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.13 The CM shall be responsible to the Owner for the acts and omissions of its employees and agents and its trade contractors, Subcontractors, Suppliers, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the CM.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 The CM shall perform services as required by this Contract.

6.2 The CM shall commence the Project within 10 days after receipt of the executed Activation for each Project and Notice to Proceed from the Owner.

6.3 The Project shall not begin before the date established in the Activation. In accordance with F.S. 287.058 (2) the CM shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement or prior to the receipt of an executed Activation.

6.4 The number of days for performance of the Project shall be established in the Activation issued for each Project.

6.5 In the event the Owner desires to accelerate the schedule for any portion of the Project, the Owner shall notify the CM in writing. Within seven (7) days, the CM shall give the Owner a revised GMP for the acceleration that shall become a change order upon acceptance. The Owner may then direct the CM to increase its staff and require its trade contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Owner shall reimburse the CM for the costs of such acceleration subject to the GMP. In no event shall the CM be entitled to compensation in
excess of the adjusted GMP. The CM shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

6.6 The Owner shall have the right to occupy, or use, any portion of the Project ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Project or the schedule for the Project, the use or occupancy will be treated as a Change to the Project in accordance herein.

6.7 The CM agrees to be at Substantial Completion within a period of time (calendar days) to be negotiated prior to submittal of the GMP after the date of the Activation and/or Notice to Proceed, and shall be finally completed within 30 calendar days after the date of substantial completion. The CM acknowledges that failure to be at Substantial Completion within the construction time set forth in the approved schedule will result in substantial damages to the Owner.

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 at Substantial Completion, according to the definition 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 CM shall pay to Owner as liquidated damages for such delay, and not as a penalty, an amount to be decided for each project and shall be set forth in each Activation, per day for each and every calendar day, thereafter, elapsing between the date fixed for substantial completion above and the date such substantial completion shall have been fully accomplished. It is also hereby agreed that if the Project is not at Final Completion, in accordance with the requirements of the Contract Documents, the CM shall pay to the Owner as liquidated damages for such delay, and not as a penalty, one-fourth of the liquidated damages rate indicated above. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the CM to the Owner under the provisions herein, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for CM’s delay. This provision of liquidated damages for delay shall in no manner affect the Owner's right to terminate the contract as provided herein or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the CM from his obligation to pay said liquidated damages in the amounts set out above.

The amount of the final payment to the CM shall be reduced by the amount of liquidated damages assessed under this contract.

It is further agreed that the Owner shall 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.

**ARTICLE 7**

**GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

7.1 The GMP will be established based on Construction Documents or written instructions provided from the Owner. The GMP is subject to modification for changes in the Project as provided herein.

7.2 The CM shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the CM in preparation of the GMP proposal to supplement the information contained in Drawings and Specifications.

4. The proposed GMP, including a statement of the estimated cost organized by the trade categories, allowances, contingency, and other items and the fee that comprise the GMP.
5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

7.3 The CM shall meet with the Owner and AE to review the GMP proposal and the written statement of its basis. In the event that the Owner and AE discovers inconsistencies or inaccuracies on the information presented they shall promptly notify the CM, who shall make appropriate adjustments to the GMP proposal, its basis or both.

7.4 Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the CM, the GMP proposal shall not be effective.

7.5 Prior to the Owner’s acceptance of the CM’s GMP proposal and issuance of a Notice to Proceed, the CM shall not incur any cost to be reimbursed as part of the Cost of the Project, except as the Owner may specifically authorize in writing.

7.6 All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon Final Completion of the Project. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the CM's Fee, the expended portions of the CM's Contingency and the actual expenditures representing the Cost of the Work as defined herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

7.7 By execution of this Agreement, the CM certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums that the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

7.8 Adjustments to the GMP will be made as described in the Contract Documents.

**ARTICLE 8**

**CONSTRUCTION MANAGER’S EXPENSES**

8.1 In consideration of the performance of the Agreement, the Owner agrees to pay the CM, the following expenses as set forth below:

8.1.1 The cost attributable to this Contract (per individual Contract Activation) of its home or branch office employees or consultants not at the Project site, except as otherwise specified hereinafter, including the cost of all pension contributions, hospitalizations, bonus, vacations, medical insurance assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees. Where value or complexity of any Project does not warrant the on-site presence of a Project Manager, Project Engineer, or Project Secretary, cost for said employees may not be included in the GMP except when approved by the Project Team.

8.1.2 The portions of the general operating expenses of the CM's principal and branch offices which pertain to the project other than those of the field office.

8.1.3 Any part of the CM's capital expenses, including interest on the CM's capital employed for the Project.

8.1.4 All travel and per diem costs of CM's employees and consultant. All travel costs will be paid in accordance with Section 112.061, F.S. in order to qualify.

8.1.5 Minor expenses such as express delivery, long distance telephone calls, postage, office supplies, expressage, and similar items in connection with the Project, from the CM’s main office.
ARTICLE 9

COST OF THE PROJECT AND CONSTRUCTION MANAGER’S FEE

9.1 The CM shall develop and maintain an effective system of Project Cost Control that is satisfactory to the Owner. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and AE whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly project report as outlined herein.

9.1.1 When requested by the Owner or AE, the CM shall promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the trade contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such trade contractors.

9.2 The Owner agrees to pay the CM for the Cost of the Project as defined in herein. Cost of the Project (Estimated Cost of the Work or ECOW) includes and is limited to direct actual expenditure for the following project-related items only:

9.2.1 The cost of all materials, supplies and equipment incorporated in the Project or stored on site, including cost of transportation and storage thereof shall be included in the Cost of the Project. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site.

9.2.2 Payments made by the CM to trade contractors for their Work performed pursuant to trade contractor with the CM.

9.2.3 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the CM other than those provided herein as a part of the CM's Fee, in the performance of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and CM, and including such welfare or other benefits, if any, as may be payable with respect thereto.

9.2.4 Cost of the premiums for all insurance or bonds including trade contractor bonds which the CM is required to procure by the Agreement, or other insurance or bonds subsequently deemed necessary by the CM, and agreed upon by the Owner.

9.2.5 Sales, use, gross receipt, or similar taxes related to the Project imposed by any governmental authority and for which the CM is liable.

9.2.6 Permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the CM's own negligence. If royalties or losses and damages, including cost of defense, are incurred which arise from a particular design, process, or the product of a particular manufacturer or manufacturers specified by the Owner or AE, and the CM had no reason to believe there would be infringement of patent rights, such royalties, losses and damages shall be paid by the Owner and the GMP shall be adjusted by Change Order to compensate the CM for the increased costs. If the CM has actual knowledge that use of the particular design, process, or product would infringe a patent(s) and fails to provide written notice to the Owner before using such design, process, or product, then no royalties, losses or damages arising from use of such design, process or product shall be a Cost of the Project.

9.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

9.2.8 Legal costs and fees reasonably, and properly, resulting from prosecution of the Project for the Owner provided, however, that they are not the result of the CM's or its subcontractors negligence or malfeasance. Legal costs and fees incurred in connection with disputes between the CM and the Owner or incurred in connection with disputes between or involving the CM and trade contractors are the responsibility of the CM and shall not be included in the Cost of the Project.
9.2.9 Cost to the CM of temporary electric power, lighting, telephone, water, air conditioning/heating, and sanitary provisions required for the performance of the Project, or required to protect the Project/Work from weather damage.

9.2.10 Cost to the CM of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the Contract Documents.

9.2.11 Cost of watchmen or similar security services, if required and approved by the Owner.

9.2.12 Cost of surveys, measurements and layout Work reasonably required for the execution of the Project or the requirements of the Agreements.

9.2.13 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in trade contracts.

9.2.14 Cost of data processing services required in the performance of the construction phase services as outlined herein.

9.2.15 All costs for reproduction of documents.

9.2.16 All costs directly incurred in the performance of the Project and not included in the CM's Fee set forth herein.

9.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen that are employed or consumed in the performance of the Project.

9.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Project, whether rented from the CM or others, including installation, repairs, and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

9.2.19 Costs associated with setting up and demobilizing tool sheds, Project field offices, temporary utilities, temporary fences, temporary roads, temporary fire protection, and temporary sanitary provisions.

9.2.20 The cost of its field employees identified herein, or their approved replacements, including the cost of all pension, contributions, hospitalization, bonuses, vacations, medical insurance, assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries for said field employees.

9.2.21 Cost of equipment such as typewriters, cameras (film and digital), radios, telephone service at the site, computers, pagers copiers, facsimile equipment, dictating units, trailers, vehicles and furniture purchased or rented by the CM when approved by the Owner and necessary for the proper execution of the job.

9.2.22 Cost of Project Manager, Project Engineer and Secretary involved directly in the Project at the Project site.

9.2.23 Items listed in Article 8 are not permitted to be included in the ECOW.

9.2.24 The maximum Construction Manager's Fee (CMF) allowable for the project shall be determined using the following formula:

\[
\text{SCMF} = \frac{(\text{ECOW} \times (16.25 - \frac{(\text{ECOW} \times 80,000)}{100}))}{100}
\]

\[
[(\text{ECOW}) = \text{estimation of the total cost of construction before Construction Manager's fees}]
\]

All fees charged as Construction Manager Fees are subject to negotiation by Owner.

9.2.25 Adjustments in the fee will be made as follows:

9.2.26 Adjustments due to Changes in the Project shall be made as described in the Contract Documents.
9.2.27 For delays in the Project after mobilization caused by the Owner, the CM shall be entitled to additional fee to compensate the CM for its increased expenses. Said additional fee per day shall be determined using the following formula:

\[
\text{Additional Management Fee Per Day} = 300 + \frac{\text{ECOW}}{1,000}
\]

\[
\text{[ECOW] = estimation of the total cost of construction before Construction Manager’s fees}
\]

**ARTICLE 10**

**CHANGES IN THE PROJECT**

10.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Project shall be authorized as described in the Contract Documents. Except in cases of emergency endangering life or property, the CM shall allow no Changes in the Project without the prior written approval of the Owner.

10.2 The Owner may at any time, by written order designated to be a change order, make any change in the Project within the general scope of this Agreement (e.g. specifications, time, method or manner of performance, requirements, etc.) All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the CM’s cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement via fully-executed AIA document G-701 (or similar form). All changes to project cost and time are subject to negotiation with the Owner. Changes to project cost shall at no time exceed the price structure as set forth in Article 9.

10.3 The Owner’s Project Manager is the only person authorized by the Owner to initiate changes in the Project. No other member of the Protect Team, or field personnel, is authorized to approve changes in the Project.

10.4 At no time shall there be any oral change order requests by any party involved.

**ARTICLE 11**

**DISCOUNTS, PENALTIES AND MATERIALS SALVAGE**

11.1 All quantity and trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

11.2 The CM is to provide estimates for the value and amounts of all scrap metal, recycled materials and equipment recovered for the owner’s review. Owner will review and approve estimate and amounts of materials to determine final destination of all scrap and recycled materials and equipment. All monetary value recovered from scrap metal, recycled materials and equipment shall be applied to the total cost of the project. Receipts from a licensed scrap dealer or scrap yard shall be provided for the Owner’s review before final payment for the project can be made. If it is determined by the Owner and the CM that scrap metal and recycled materials from the project has no recoverable economic value then the CM must provide documentation showing amounts and types of materials deposited with invoices etc. from municipal or other certified land-fill for Owner’s review before final payment can be made.

**ARTICLE 12**

**PAYMENTS TO THE CONSTRUCTION MANAGER**

12.1 The CM shall submit to the Owner a statement, sworn to if required, along with the cost reports showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the CM’s fees due as provided herein. This data shall be attached to the Partial Pay Request form shown in Exhibit K. Ten percent (10%) retainage shall be held on all payments until the Project is at Substantial Completion except when approved by the Owner.
12.2 Invoices submitted shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses. Travel expenses, when authorized, may be reimbursed in an amount not to exceed the maximum amount established in Section 112.061.

12.3 The CM providing goods and services to the Owner should be aware of the following time frames pursuant to Section 215.422, Florida Statutes. Upon receipt, the Owner has forty (40) calendar days to inspect, approve, and render payment for the goods and services, as listed in Article 9 of this Agreement. The Owner has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the Pay Request is received or the goods or services are received, inspected and approved.

12.4 If payment is not available to the Owner for transmittal to the CM within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable, in addition to the Pay Request amount. To obtain the applicable interest rate, please contact the Agency’s Fiscal Section at (850) 414-1691 or Purchasing Office at (850) 921-7952. The 40 days are also measured from the latter of the date the invoice is received or the goods or services are received, inspected, approved and payment rendered. Pay Requests which have to be returned to a CM because of CM preparation errors will result in a delay in the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.

12.5 A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

12.6 The State Comptroller’s Office has made Electronic Payment available to vendors. This process should reduce the waiting time for payment by a minimum of 5 days. If the CM would like to take advantage of this service, the CM shall request in writing the “Electronic Payments” guidelines from the Owner.

12.7 Final payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable as described herein, after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached Exhibit M, and that this Agreement has been finally performed.

12.8 The CM shall promptly, within seven (7) days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the project is substantially complete, and based on CM's evaluation of the subcontractor's acceptable performance. Final payment may be made to certain select subcontractors whose Work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.9 Payments will be made for material and equipment not incorporated in the Work but delivered and suitably stored at the site or another location, of which is fully bonded and insured, subject to prior approval and acceptance by the Owner on each occasion.

12.10 The CM shall not withhold payments to subcontractors if such payments have been made to the CM as stated herein above.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 The CM, as an independent contractor and not an agent, representative, or employee of the Owner, agrees to carry Commercial General Liability, Commercial Automobile Liability Insurance, Builders Risk and other appropriate forms of insurance as stated herein. The Owner shall have no liability except as specifically provided in this Agreement. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to final acceptance of the Project.

13.2 The CM shall not commence any construction Work in connection with this Agreement until he has obtained all of the following types of insurance listed below and such insurance has been approved by the Owner. The CM shall not allow
any subcontractor to commence Work on its 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.

13.2.1 Worker's Compensation Insurance - The CM shall secure and maintain during the life of this Agreement Worker's
Compensation Insurance for all its employees connected with the Work of this Project and, in case any Work is
sublet, the CM 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 CM. Such insurance shall
comply 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 CM shall
provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

13.2.2 CM’s Public Liability and Property Damage Insurance - The CM shall secure and maintain during the life of this
Agreement Commercial General Liability and Commercial 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 itself or by anyone directly or indirectly
employed by it, and the amount of such insurance shall be minimum limits as follows:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Contractor's (CM’s) Commercial General Liability Coverage’s, Bodily Injury &amp; Property Damage</td>
<td>$500,000 Each Occurrence, Combined Single Limit</td>
</tr>
<tr>
<td>(b) Commercial Automobile Liability Coverage’s, Bodily Injury &amp; Property Damage Including owned, hired and non-owned</td>
<td>$100,000 Each Occurrence, Combined Single Limit</td>
</tr>
<tr>
<td>(c) Excess Liability, Umbrella Form</td>
<td>$4,000,000 Each Occurrence, Combined Single Limit</td>
</tr>
</tbody>
</table>

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage
on an occurrence basis.

13.2.3 Subcontractor's Public Liability and Property Damage Insurance - The CM shall require each of its subcontractors to
procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of
its subcontractors in its policy, as specified above.

13.2.4 Owner's and CM’s Protective Liability Insurance - The CM shall procure as a cost of the project and furnish an Owner's
and CM's Protective Liability Insurance Policy with the following minimum limits:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Bodily Injury Liability &amp; Property Damage Liability</td>
<td>$500,000 Each Occurrence, Combined Single Limit</td>
</tr>
</tbody>
</table>

13.2.5 "XCU" (Explosion, Collapse, Underground Damage - The CM’s Liability Policy shall provide "XCU" coverage for
those classifications in which they are excluded.

13.2.6 Broad Form Property Damage Coverage, Products & Completed Operations Coverage’s - The CM's Liability Policy
shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage’s.

13.2.7 Contractual Liability Work Contracts - The CM's Liability Policy shall include Contractual Liability Coverage designed
to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement.

13.2.8 Indemnification Rider

a) To cover to the fullest extent permitted by law, the CM shall indemnify and hold harmless the Owner and the AE
and their agents and employees from and against all claims, damages, losses and expenses, including but not limited
to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim,
damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction
of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in
whole or in part by any negligent act or omission of the CM, any subcontractor, anyone directly or indirectly
employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is
caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

b) In any and all claims against the Owner or the AE or any of their agents or employees by any employee of the CM, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

c) The obligations of the CM under this Article 13.4.6 shall not extend to the liability of AE, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by AE, its agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

d) The CM hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner and acknowledges receipt of ten dollars and other good and valuable consideration from the AE in exchange for giving the Owner and AE, respectively, the indemnification provided above in Article 13.4.6.

13.2.9 Builder's Risk Coverage – Prior to the time any exposure to loss may occur, the CM shall purchase and maintain during the life of this Agreement a “Builders Risk Policy” on the entire value of the Work under this contract, including any subsequent modifications thereto. The policy shall insure the Owner, Construction Manager and any Subcontractors for their interests in the project as described herein. This policy shall be written on a Replacement Cost basis, Completed Value, Special (all “Risks of Physical Loss”) Form including Flood and shall include coverage for materials, supplies, machinery, equipment and fixtures which will become a permanent part of the building, and reasonable compensation for Architect/Engineer’s services or expenses required as a result of an insured loss. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to final acceptance of the Project.

13.2.10 Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facility Services, The Department of Juvenile Justice, ATTN: Facilities Contract Manager. This Certificate shall be dated and show:

(1) The name of the insured CM, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

(2) Statement that the Insurer will mail notice to the Owner and a copy to the AE at least fifteen (15) 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 commencing at 13.2.1 and ending with 13.11.4.

13.3 The Owner may elect to purchase insurance under an Owner Provided Insurance Program, in which case the CM will not be required to provide insurance, but will provide coordination with the Owner and the Owner’s insurance administrator, as required.

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

13.5 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided herein to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all Subcontractors.

13.6 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all Subcontractors.
13.7 Indemnity - To cover to the fullest extent permitted by law, the CM shall indemnify and hold harmless the Owner and
the AE and their agents and employees from and against all claims, damages, losses and expenses, including but not
limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim,
damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of
tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or
in part by any negligent act or omission of the CM, any subcontractor, anyone directly or indirectly employed by any of
them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party
indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to
obligation of indemnity which would otherwise exist as to any party or person described in this Article.

13.8 Waiver of Subrogation

13.8.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided
under Article 13.3 to the extent covered by such insurance except such rights as they may have to the proceeds of such
insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and
their sub-subcontractors.

13.8.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the
Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their
sub-subcontractors.

13.8.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on
adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

13.8.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where
there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper
endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER’S RIGHT TO PERFORM
CONSTRUCTION MANAGER’S OBLIGATION

14.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having
jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials
unavailable, through no act or fault of the CM, or if the Project should be stopped for a period of sixty (60) days by the
CM, for the Owner's failure to make payments thereon, then the CM may, upon seven days written notice to the Owner,
request payment for all Work executed, the CM's fees earned to date, and for any proven loss sustained upon any
materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal
expenses incurred by the CM.

14.2 If the CM fails to perform any of its obligations under this Agreement including any obligation it assumes to perform
Work with its own forces, the Owner may, after seven (7) days written notice during which period the CM fails to
perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less,
shall be reduced by an amount required to manage the making good of such deficiencies.

14.3 If the CM is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is
appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which
extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an
established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or
more behind schedule) which has been adopted by the Project Team, or if it fails to make prompt payment to
subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any
public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement,
then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7)
days written notice, during which period CM fails to cure the violation, terminate the employment of the CM and take
possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract Work).

14.4 If the CM refuses 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 CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract Work).

14.5 If the Owner terminates this Agreement other than pursuant to Article 14.2 or Article 14.3 it shall reimburse the CM for any unpaid Cost of the Project due it under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of its fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the GMP, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the CM under such obligations or commitments.

14.6 After the establishment of the GMP or at the completion of the Design Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate fee due in accordance with Article 8 plus any costs incurred pursuant to Articles 9 and 10.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

15.1 The Owner and CM respectively, bind themselves, their partners, successors, assigns and legal representative to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

15.3. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
ARTICLE 16

NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY.

16.1 The Owner's liability to the CM for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the Work is to be performed, or for additional Work, shall be governed by the following provisions:

(a) All claims must be submitted as a Request for Change Order in the manner as provided herein;

(b) The CM must submit a Notice of Claim to Owner and to the AE within 20 days of when the CM was or should have been aware of the occurrence of the event giving rise to the claim; and

(c) Within 10 days of submitting its Notice of Claim, the CM shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

The CM agrees that the Owner shall not be liable for any claim that the CM fails to submit as a Request for Change Order as provided in this paragraph.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the AE, shall deliver to the CM its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the CM requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 28-106. within thirty (30) days of the CM's receipt of the Owner's determination.

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

16.3 For Work the CM performs with its own forces, and in addition to the adjustments provided for in Article 9, the CM's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the AE, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16 above, for an extension of the scheduled construction time. In the event of a change in such Work, the CM's claim for adjustments in the contract sum is limited exclusively to its actual costs for such changes plus 5% for profit. The CM expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such Work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the Work, damages, losses or additional compensation.

ARTICLE 17

MISCELLANEOUS

17.1 Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422, Florida Statutes.

17.2 The CM shall maintain a system of accounting consistent with generally accepted accounting principles. The CM shall preserve all accounting records of the CM’s Direct Personnel, Subcontractors, and Reimbursable Expenses Costs pertaining to each Project and shall make such records available for review by the Owner or its representative at any time during the performance of the Project and for a period of four (4) years after final acceptance of the Project. In the event any Work is subcontracted the CM shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

17.3 The CM’s Project Records shall be maintained as prescribed hereinafore for the minimum period required by Federal Law, and shall be made available to the Owner or its authorized representative at mutually convenient times.
17.4 Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Owner Occupancy of the project.

17.5 The CM shall assure that all labor employed by CM and its trade contractors for Work on the project shall work in harmony with all other labor being used by building and construction contractors now or hereafter on the site of the project.

17.5.1 The CM further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the CM'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.

17.6 If the CM employs apprentices on the project, the behavior of the CM 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 Labor of the State of Florida Department of Labor and Employment Security. The CM will include a provision similar to the foregoing sentence in each subcontract.

17.7 The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement, 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 CM) any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the award or making of this Agreement.

17.8 The CM shall comply with applicable laws, rules, regulations, and special requirements concerning performance under this contract including all requirements regarding Equal Employment Opportunity and Affirmative Action programs.

17.8.1 No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

17.8.2 The employment of unauthorized aliens by the CM or subcontractor is considered a violation of Section 274 (e) of the Immigration and Nationality Act. If the CM or subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The CM shall be responsible for including this provision in all subcontracts with private organizations as a result of this Agreement.

17.9 The CM agrees that after completion of all Work for the Project and all Amendments thereto and prior to final payment, it will execute and deliver to the Owner an "Assignment of Anti-trust Claims" as shown in the Special Conditions of the Contract.

17.9.1 The CM also agrees that prior to final payment, it will cause each of its suppliers and trade contractor who have furnished services, goods, or material in connection with the performance of this Contract, to execute and deliver to the Owner an "Assignment of Anti-trust Claims" in the same form as specified herein.

17.10 State of Florida Public Entity Crime 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 or real property to a public entity, may not be awarded or perform Work as a CM, 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

17.10.1 Criminal Background Checks
Unless exempted by the Owner in writing background checks shall be obtained in accordance with Florida Department of Juvenile Justice Policy number FDJJ-1800 for all employees and agents of the CM and his subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the CM. The cost of performing Criminal Background Checks will be included in the CM’s expenses as defined in Article 8 Construction
Manager’s Expenses of this contract. Information and forms can be obtained by contacting the Florida Department of Juvenile Justice Background Screening Unit at (850) 921-6345.

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

17.12 This Agreement is for a period of three years, beginning on the date of the last affixed signature herein, and may be renewed for an additional three-year period at the option of the Owner. Such renewals shall be contingent upon satisfactory performance evaluations by the Owner and are subject to the availability of funds. If Projects are in process prior to the expiration of this Agreement, then the Agreement will remain in full effect until such Projects are completed and approved by the Owner.

17.13 During the contractual period the CM agrees to repair or replace any defective materials or workmanship for a period of one year from the date of acceptance of each Project.

17.14 This Agreement represents the entire agreement of the parties. Any alternations, variations, changes, modifications or waivers of the provisions of this Agreement shall only be valid when they have bee reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

17.15 Both parties to this Agreement were represented by legal counsel. No presumptions shall be made against either party on the basis of authorship of any provision.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date signed.

CONSTRUCTION MANAGER

ATTEST:

By________________________________________
Corporate Secretary’s Signature

Type/Print Signatory’s Name and Title

Type/Print Company Name

Type/Print FEID No.

Remittance Address:

Type/Print Company Address

As Witnessed:

By________________________________________

Type/Print Signatory’s Name and Title

(Corporate Seal)

DEPARTMENT OF JUVENILE JUSTICE

APPROVED:

By________________________________________
Julia Strange, Deputy Secretary

Date______________________________________
## EXHIBIT A

### PROJECT TEAM ASSIGNED REPRESENTATIVES

<table>
<thead>
<tr>
<th>OWNER</th>
<th>NAME</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Florida, Department of Juvenile Justice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Architect Supervisor</td>
<td>William Gravely</td>
<td>(850) 921-7835</td>
</tr>
<tr>
<td>Facilities Contract Manager</td>
<td>Sandra Moten</td>
<td>(850) 921-7951</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARCHITECT-ENGINEER</th>
<th>NAME</th>
<th>TELEPHONE</th>
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</thead>
<tbody>
<tr>
<td>Project Principal</td>
<td></td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Project Architect</td>
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<tr>
<td>Construction Administrator</td>
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<tr>
<td>Architectural Inspector</td>
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<tr>
<td>Civil Engineer</td>
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<tr>
<td>Civil Engineering Inspector</td>
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<tr>
<td>Electrical Engineer</td>
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<tr>
<td>Electrical Engineer Inspector</td>
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<tr>
<td>Environmental Consultant</td>
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<tr>
<td>Kitchen Consultant</td>
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<tr>
<td>Mechanical Engineer</td>
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<tr>
<td>Mechanical Engineer Inspector</td>
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<tr>
<td>On Site Representative</td>
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<tr>
<td>Programmer</td>
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<tr>
<td>Structural Engineer</td>
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<tr>
<td>Structural Engineering Inspector</td>
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<tr>
<td>Surveyor</td>
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</table>

<table>
<thead>
<tr>
<th>CONSTRUCTION MANAGER</th>
<th>NAME</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer</td>
<td></td>
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<tr>
<td>Project Manager</td>
<td></td>
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<tr>
<td>Project Superintendent</td>
<td></td>
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<tr>
<td>Construction Estimator</td>
<td></td>
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</tr>
</tbody>
</table>

Any change of a Project Representative listed herein shall be made after written notice is given to the Owner.
## EXHIBIT C

CONSTRUCTION MANAGER'S PERSONNEL

<table>
<thead>
<tr>
<th>OFF-SITE SUPPORT STAFF</th>
</tr>
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<tbody>
<tr>
<td>Individual</td>
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</table>

<table>
<thead>
<tr>
<th>ON-SITE SUPPORT STAFF</th>
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<tbody>
<tr>
<td>Individual</td>
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</table>

Any change of a Project Representative listed herein shall be made after written notice is given to the Owner.
ARCHITECT/ENGINEER’S CERTIFICATE OF SUBSTANTIAL COMPLETION

DJJ PROJECT NO: __________________________

ARCHITECT/ENGINEER: __________________________

DJJ PROJECT NAME: __________________________

CONSTRUCTION MANAGER: __________________________

OWNER: __________________________

STATE OF FLORIDA

DEPARTMENT OF JUVENILE JUSTICE

ATTN: __________________________

DJJ Project Manager

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: __________________________

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as __________________________ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the AE when construction is sufficiently complete, in accordance with the Contract Documents. The Owner must be able to occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents.

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER

BY: __________________________

DATE: __________________________

The Owner accepts the Work or designated portion thereof as substantially complete.

The State of Florida
Department of Juvenile Justice
Bureau of Contacts and Facility Services

BY: __________________________

DATE: __________________________

The Construction Manager will complete or correct the Work on the list of items attached hereto within the time prescribed in the contract from the above Date of Substantial Completion.

CONSTRUCTION MANAGER

BY: __________________________

DATE: __________________________
EXHIBIT E
CONSTRUCTION MANAGER’S AFFIDAVIT OF CONTRACT COMPLETION

AGENCY: ____________________________________________________________

PROJECT NO: ______________________  CONTRACT NO: ______________________

PROJECT TITLE: ______________________________________________________

CONSTRUCTION MANAGER: _____________________________________________

CONTRACT FOR: ______________________________________________________

CONTRACT DATE: ______________________  CONTRACT AMOUNT: ______________

CONSTRUCTION MANAGER’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 Construction Manager shall save, protect, defend, indemnify, and hold the Owners harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

CONSTRUCTION MANAGER: _____________________________________________

(SEAL)

Title: ________________________________________________________________

Date: _________________________________________________________________

STATE OF ______________________

COUNTY OF ______________________

The foregoing instrument was acknowledged before me this __________ day of _______ 20 ___, by:

(name of officer or agent) (title of officer or agent)

(state or place of corporation) (type of identification)

corporation, on behalf of the corporation. He/she is personally known or has produced ________________ as identification.

(Notary Public)

(Signature of person taking acknowledgement)

(Name typed or printed and notary stamp)

(Title or Vendor)

(Serial number, if any)
**EXHIBIT E (cont.)\**

**CERTIFICATE OF CONTRACT COMPLETION**

<table>
<thead>
<tr>
<th>DJJ PROJECT NO:</th>
<th>DJJ CONTRACT NO:</th>
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<tbody>
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<tr>
<th>CONSTRUCTION MANAGER:</th>
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</table>

<table>
<thead>
<tr>
<th>CONTRACT DATE:</th>
<th>DATE OF FINAL COMPLETION:</th>
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**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 Construction Manager has submitted its 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.

<table>
<thead>
<tr>
<th>ARCHITECT/ENGINEER FIRM NAME</th>
<th>BY</th>
<th>DATE</th>
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**TO BE COMPLETED BY THE ARCHITECT-ENGINEER**

**THROUGH THE SUBSTANTIAL COMPLETION PHASE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Days</th>
<th>LIQUIDATED DAMAGES</th>
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<tbody>
<tr>
<td></td>
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<td>to be completed by owner</td>
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</tbody>
</table>

1. Notice to Proceed (N.T.P.)
   XXXXX

2. Time Specified in Original Contract for Substantial Completion (S.C.)
   XXXXX

   XXXXX

4. Total Days Allowable to Substantial completion (Add Lines 2 and 3)
   XXXXX

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)
   XXXXX
   @ $_______ Per Day = $

**THROUGH THE FINAL COMPLETION PHASE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Days</th>
<th>LIQUIDATED DAMAGES</th>
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<tbody>
<tr>
<td></td>
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<td>to be completed by owner</td>
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</tbody>
</table>

1. Time Specified in Contract, Between Substantial & Final Completion
   XXXXX

2. Extensions Granted by Change Orders (Days Between S.C. & Final Completion
   XXXXX

3. Total Days Allowable Between Substantial & Final Completion (Add Lines 1 & 2)
   XXXXX

4. Date Actually Completed and Total Days Between Actual S.C. & Date Certified by A/E as Actually being Finally Complete.

5. Final Completion Overrun (Subtract Line 3 & 4 and Enter Overrun)
   XXXXX

**TOTAL LIQUIDATED DAMAGES $**

<table>
<thead>
<tr>
<th>DJJ PROJECT MANAGER</th>
<th>BY</th>
<th>DATE</th>
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<tr>
<th>DJJ ARCHITECT SUPERVISOR</th>
<th>BY</th>
<th>DATE</th>
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</table>
EXHIBIT F

STATE BUILDING PERMIT APPLICATION

TO BE OBTAINED FROM:

THE DEPARTMENT OF JUVENILE JUSTICE, FACILITY SERVICES
2737 CENTERVIEW DRIVE,
TALLAHASSEE, FLORIDA 32399-3100
PHONE (850) 921-7835
## EXHIBIT H

CONSTRUCTION MANAGER'S PERSONNEL

### PER DIEM STAFF FOR TIME EXTENSIONS

<table>
<thead>
<tr>
<th>Individual</th>
<th>Title</th>
<th>Duration In Months</th>
<th>Percentage of Time Available</th>
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</table>

Any change of a Project Representative listed herein shall be made after written notice is given to the Owner.
## EXHIBIT I

CONSTRUCTION MANAGER’S PERSONNEL

### TO BE ASSIGNED DURING CONSTRUCTION ON-SITE

<table>
<thead>
<tr>
<th>Individual</th>
<th>Title</th>
<th>Duration In Months</th>
<th>Percentage of Time Available</th>
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</table>

### TO BE ASSIGNED DURING CONSTRUCTION OFF-SITE

<table>
<thead>
<tr>
<th>Individual</th>
<th>Title</th>
<th>Duration In Months</th>
<th>Percentage of Time Available</th>
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</table>

Any change of a Project Representative listed herein shall be made after written notice is given to the Owner.
**EXHIBIT K**

**DEPARTMENT OF JUVENILE JUSTICE**

**FACILITY SERVICES**

**CONSTRUCTION MANAGER’S CERTIFICATE OF PARTIAL PAYMENT**

<table>
<thead>
<tr>
<th>Construction Manager (Name and Address):</th>
<th>Partial Request:</th>
<th>Final Request:</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>AE Job No:</th>
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<table>
<thead>
<tr>
<th>Contract Time (Calendar Days):</th>
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<table>
<thead>
<tr>
<th>Time Elapsed to Date:</th>
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<table>
<thead>
<tr>
<th>Change Orders Approved in Previous Months by OWNER – TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Subsequent No.</td>
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</table>

**MBE PAYMENTS:** Show individual MBE payments separately on schedule of values and on Exhibit O and total in this section.

**TOTAL** (Amount paid this certificate to MBE subcontractors): $__________________________

<table>
<thead>
<tr>
<th>Original Contract Sum:</th>
<th>Change Orders Net:</th>
<th>Contract Sum To Date:</th>
<th>Balance To Finish:</th>
<th>Completed To Date:</th>
<th>Materials Stored:</th>
<th>Total Completed &amp; Stored:</th>
<th>Less Retainage ____%:</th>
<th>Add Back Retained Amount Covered By Securities:</th>
<th>TOTAL:</th>
<th>Less Previous Certificates:</th>
<th>Less Credit For Brick By Owner ___ M @ __:</th>
<th>THIS CERTIFICATE:</th>
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</thead>
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</table>

**CERTIFICATION BY THE CONSTRUCTION MANAGER:** According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Construction Manager 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.

CONSTRUCTION MANAGER: ____________________________________________________________

By: ____________________________________________________________

Subscribed and sworn to before me this ____ day of __________, 20___

Notary Public: ________________________________

My Commission Expires: ________________________________

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

ARCHITECT-ENGINEER: ________________________________

Date: ________________________________

**REVIEWED AND RECOMMENDED FOR PAYMENT**

Owner’s Project Manager, ________________________________

Date: ________________________________

**APPROVED FOR SERVICES, PERFORMED AS STATED BY**

______________________________

______________________________
EXHIBIT K (continued)

Chapter 713.01, Florida Statues, defines Laborers, Materialmen and Subcontractors as follows:

1. "Laborer" means any person other than an architect, landscape architect, engineer, land surveyor, and the like who, under properly authorized contract, personally performs on the site of the improvement labor or services for improving real property and does not furnish materials or labor service of others.

2. "Materialman" means any person who furnishes materials under contract to the owner, Construction Manager, subcontractor, or sub-subcontractor on the site of the improvement or for specially fabricated materials off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof.

3. "Subcontractor" means a person other than a materialman or laborer who enters into a contract with a Construction Manager for the performance of any part of such Construction Manager's contract.
EXHIBIT M

ITEMS TO BE SUBMITTED WITH CONSTRUCTION MANAGER'S REQUEST FOR FINAL PAYMENT

1. Rush Requisition Routing Slip
2. Pay Request (4 copies with original signatures and original seals, noted as Final)
3. Final Schedule of Contract Values
4. Consent of Surety to make final Payment (signed and sealed)
5. Power of Attorney from Surety for Release of Final Payment (Signed and sealed and dated same as Consent of Surety)
6. Certificate of Contract Completion
   a. page one completed by the CM/General Construction Manager (original plus three copies)
   b. page two completed by AE (original plus three copies)
7. Satisfactory Conclusion or Release of Lien from all subcontractors or laborers who have filed Intent to Liens or have indicated non-payment from the general Construction Manager (especially if attorneys are involved)
8. Construction Manager's Guarantee of Construction for one year from the date of substantial completion
9. Copy of the approval by the AE and the transmittal to the using agency of manuals, shop drawings, as-builds (one set of sepias, two sets of prints), brochures, warranties, and List of Subcontractors, with telephone numbers and addresses
10. Verification that Using Agency personnel have been trained in the operation of their new equipment (per system: HVAC, controls, fire alarm, etc.), attendance lists and preferred
11. Fully executed Roof Warranty (if applicable) in the name of the Using Agency
12. Other special warranties as required by specifications, in the name of the Using Agency
14. Construction Manager's Certificate of Asbestos Use
15. Copy of Certificate of Occupancy

NOTE: The Project Manager Shall verify the math of all Pay Requests prior to signing Final Pay Request to assure correct payment.

State Contract No.: ___________________________ State Project Number: ___________________________
State Project Name: ___________________________ Project Location: ___________________________
Construction Manager's: ___________________________
Construction Manager’s Project Manager Signature: ___________________________
## MINORITY BUSINESS DATA SUMMARY FORM

**STATE OF FLORIDA**  
**DEPARTMENT OF JUVENILE JUSTICE**

**CONTRACT NO.: ZC-184**

**DJJ PROJECT #:**  
**DJJ PROJECT NAME:**

**PROJECT LOCATION (COUNTY):**  
**REGION / DISTRICT:**

**VENDOR:**  
**ADDRESS:**

**VENDOR INVOICE #:**  
**VENDOR INVOICE AMOUNT:**

** DJJ CONTRACT #:**

**CONTRACT AMOUNT:**

---

### SELECT THE BUSINESS CLASSIFICATION AND MINORITY TYPE AND INSERT THE APPLICABLE CODE IN THE APPROPRIATE COLUMN:

<table>
<thead>
<tr>
<th>Business Classification</th>
<th>Certified MBE</th>
<th>Non Certified Minority</th>
<th>Non Profit Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>A – Non Minority</td>
<td>H – African American</td>
<td>N – African American</td>
<td>S – 51% or more Minority Board of Directors</td>
</tr>
<tr>
<td>B – Small Bus (State)*</td>
<td>I – Hispanic</td>
<td>O – Hispanic</td>
<td>T – 51% or more Minority Officers</td>
</tr>
<tr>
<td>C – Small Bus (Federal)</td>
<td>J – Asian/Hawaiian</td>
<td>P – Asian/Hawaiian</td>
<td>U – 51% or more Minority Community Served</td>
</tr>
<tr>
<td>E – Gov’t Agency</td>
<td>K – Native American</td>
<td>Q – Native American</td>
<td>V – Other Non Profit</td>
</tr>
<tr>
<td>G – P.R.I.D.E.</td>
<td>M – American Woman</td>
<td>R – American Woman</td>
<td></td>
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</tbody>
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**INSTRUCTIONS**

**VENDOR:** Complete this form monthly and submit along with your invoice to ensure prompt payment.

**PROJECT MANAGER:** Forward this form along with invoice to Construction Control Specialist.

---

[*Defined as 100 employees or less and $3 million or less net worth and domiciled in Florida; RE: SECTION 288.703, FLORIDA STATUTES]*

<table>
<thead>
<tr>
<th>LINE</th>
<th>REGISTERED VENDOR NAME, MBE OR SUBCONTRACTOR</th>
<th>SPURS, SSAN, OR FEID VENDOR #</th>
<th>CODE</th>
<th>CONTRACT $ AMOUNT</th>
<th>INVOICE/$ AMOUNT</th>
<th>AMOUNT PAID TO PRIME CONTRACTOR</th>
<th>AMOUNT PAID TO MBE SUBCONTRACTOR</th>
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</thead>
<tbody>
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[**NOTE:** Line 1 above is reserved for prime contractor data; Lines 2 – 6 above are reserved for subcontractor data]

**VENDOR CERTIFICATION:** I certify that I have checked and verified MBE participation and that to the best of my knowledge and belief, the above information is a true statement of the value of the work performed by the above firms and that all work has been performed and material supplied in full accordance with the terms of said Contract; and the above values are represented in the Invoice.

_________________________  VENDOR SIGNATURE  ____________________________  Date: