STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

(Facilities & Grounds)

FIXED CAPITAL OUTLAY

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NON-TECHNICAL SPECIFICATIONS

- FOR -

BUILDING CONSTRUCTION CONTRACTS

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LEVEL 1: $35,000 or less
LEVEL 2: $35,000.01; not exceeding $65,000
LEVEL 3: $65,000.01; not exceeding $200,000
LEVEL 4: $200,000.01; not exceeding $500,000
LEVEL 5: Exceeding $500,000

Effective Date: October 12, 2023
(All previous versions are obsolete)

State of Florida

DEPARTMENT OF TRANSPORTATION

Financial Project Number: 454013-1-52-01

Project Name: Fort Myers Materials Lab Expansion

Project Address: 4051 Florida DOT Way, Ft. Myers, FL 33905

County: Lee

NON-TECHNICAL SPECIFICATION
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SECTION A
INSTRUCTIONS TO BIDDERS

A-1 DEFINITIONS

The following terms, when used in the Non-Technical Specifications, have the following meaning:

ADDENDA:
Any additions or revisions to the Non-Technical Specifications, Technical Specifications, or Bidding Documents issued prior to bid opening.

ADVERTISEMENT:
The public announcement, inviting bids for work to be performed or materials to be furnished, usually issued as an "Invitation to Bid".

AGREEMENT:
The written contract between OWNER and CONTRACTOR covering the work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.

ARCHITECT-ENGINEER:
The Design Professional registered in the State of Florida, who develops criteria and concept for the project, performs the analysis, and is responsible for the preparation of the contract plans and specifications. The Architect-Engineer may be an employee of the Owner or a consultant retained by the Owner.

ASBESTOS:
Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

AWARDS (SELECTION) COMMITTEE:
The Awards Committee shall be appointed by the Assistant Secretary or designee for Central Office Projects, and by the District Secretary or designee for District Projects, and will consist of at least three voting members, of which at least two are equivalent to a Director's level.

BID:
The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

BID BLANK:
The form attached to the front of an awarded contract which identifies the bidder, financial project number, calendar days, contract number, total contract sum, date of execution, etc.

BIDDER:
An individual, firm, partnership, or corporation submitting a bid proposal for proposed work.

BID GUARANTY:
The security furnished by the bidder as guaranty that the bidder will enter into the contract for the work if the Owner accepts the proposal.

BID PROPOSAL:
The offer of a bidder to perform work and furnish the labor and materials at the prices quoted using the Owner's prescribed form.

BONDS (Performance Bonds and Materials & Labor Bonds):
The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the plans, specifications, and other contract documents, and pay all legal debts pertaining to the construction of the project.

BUILDING OFFICIAL:
Permitting Office Official from Local Building Authorities.

CALENDAR DAY:
Every day shown on the calendar, ending or beginning at midnight.

CHANGE ORDER:
The Contractor or Owner shall respectively be entitled to an increase or decrease in the contract sum when conditions of the work described in the contract are changed, resulting in greater or less cost or time.

CONTRACT AGREEMENT:
Contract Agreement is the document executed by both the Contractor and the Owner.

CONTRACT DOCUMENTS:
The written agreement between the Owner and Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The Contract Documents shall include the advertisement, proposal, non-technical and technical specifications, plans, contract agreement, contract bond, Notice to Proceed to mobilize on site and to proceed with construction, incorporated portions of A1A Document A-201, addenda, any change orders required, and if necessary, technical and non-technical special provisions, to complete the project in an acceptable manner.

CONTRACT LEVELS (Increments of contract dollar value based on estimated cost of the contract):
LEVEL 1-Contract Sum Agreement of $35,000 or less
LEVEL 2-Contract Sum Agreement of $35,000.01-$65,000
LEVEL 3-Contract Sum Agreement of $65,000.01-$200,000
LEVEL 4-Contract Sum Agreement of $200,000.01-500,000
LEVEL 5: Contract Sum Agreement exceeding $500,000

CONTRACT LETTING:
The date the Owner opens the bid proposals.

CONTRACT TIME:
The number of calendar days allowed for completion of the contract work, including authorized time extensions. When a calendar date of completion is stipulated in lieu of a number calendar days, the contract shall be completed by such calendar date.

CONTRACTOR:
The bidder awarded and executed a contract to perform work or to furnish materials for the Owner.

DESIGN PACKAGE:
The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, scope of services, specifications, space, capacity and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished as which have been prepared by the Owner.

HOLIDAYS:
Days designated in Section 110.117, Florida Statutes, which include, but are not limited to: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day.

LAWS and REGULATIONS:
Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

MAINTENANCE:
The upkeep, preservation of condition, or the sustaining of operation of a facility, building, portion of building, utility, parking lot, structure, or real property.

NON-TECHNICAL SPECIFICATIONS:
Non-Technical Specifications is the document titled "Building Construction Contract, Non-Technical Specifications" complete with all exhibit attachments thereto, and incorporated Articles from the AIA Document A201 entitled "General Conditions of the Contract for Construction" -1997 Edition, as modified herein.

NOTICE TO PROCEED:
A written notice given by Owner's Project Manager to the Contractor authorizing the Work to begin and fixing the date on which the Contract Time will commence to run.

OWNER:
Florida Department of Transportation

OWNER'S PROJECT MANAGER:
The Owner's authorized representative identified as project manager throughout the Contract Document.

PLANS:
The approved plans, including reproduction thereof, showing the location, character, dimensions, and details of the work to be done.

PROHIBITED HAZARDOUS MATERIALS:
Prohibited hazardous materials include asbestos-containing materials, lead, cadmium, beryllium or other Federal or State prohibited hazardous materials.

PROJECT:
Any facility, building, portion of building, utility, parking lot, structure, or other improvement to real property requiring construction, renovation, repair, modification, or demolition.

REPAIRS:
Restoration to an acceptable original state of a decayed, broken, deteriorated, or demolished facility, building, portion of building, utility, parking lot, structure, or other real property.

RESPONSIVE BIDDER:
Contractor who has submitted a bid proposal conforming to all materials in respect to the invitation to bid or request for proposal.

RESPONSIBLE BIDDER:
Contractor with the capability in all respects to fully perform the contract requirements, and the integrity and reliability to assure good faith performance.

SPECIAL INSPECTOR (Threshold Buildings)
Inspectors registered and licensed by the Department of Business Professional Regulation to perform inspections on Threshold Buildings. These services are required by the Florida Building Code.

SPECIAL PROVISIONS:
Any additions or revisions setting forth additional or varying conditions from the Non-Technical / Technical Specifications for a specific project.

STATE:
State of Florida.

SUBSTANTIAL COMPLETION:
The term "Substantial Completion" shall mean the project under the contract is sufficiently completed in accordance with the Contract Documents, with all life safety and code items connected and operating correctly, so the Owner can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the Contract Documents. The term "Substantial Completion" shall not mean the inclusion of such minor alterations and patching as the Final Inspection shall disclose.

SURETY:
The corporate body which is bound by the contract bond and for the Contractor and which agrees to be responsible for acceptable performance of the work for which the contract has been made and for payment of all debts pertaining thereto.

TECHNICAL REVIEW COMMITTEE (TRC):
TRC consists of the Contracts Administrator, FCO Coordinator, and Project Manager, who shall review the bids and determine the lowest responsive bidder. The TRC shall forward its recommendation to the Awards (Selection) Committee for making a determination in award or non-award of the FCO Project.

TECHNICAL SPECIFICATIONS:
Technical Specifications for a specific project are prepared, signed and sealed by the Architect-Engineer and then included in the contract documents.

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

VALID BID:
A bid submitted by a qualified responsible bidder in response to the bid documents. Owner determines validity of the bid.

WORK:
All labor, materials, and incidentals required for the design and construction of the improvement for which the contract is made, including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of its obligations under the contract. Unless otherwise specified herein or in the contract, all costs of liability and performing the work shall be at the Contractor's expense.

WORKING DAYS:
All weekdays that state offices are open for business, unless specified otherwise in a non-technical special provision.

A-2 BIDDER QUALIFICATION REQUIREMENTS

NOTE: Prequalification requirements for submitting a bid and contract award are identified below (see Section A-1 for definition of "Contract Level"). Failure of the Bidder to strictly meet and follow these qualification requirements may result in bid rejection or disqualification of contract award.

There are two steps in qualifying to perform construction of State projects, one of which is prequalification for submitting a bid, and the second is prequalification for contract award:

Prequalification for submitting a bid (all Contract Levels, regardless of dollar amount):

A. Current state contractor license certification or registration as required under Florida Statutes.

B. Current corporate charter registration - if the potential Bidder is a domestic (Florida) corporation, or has authority to transact business in Florida, if the potential Bidder is a foreign (non-Florida) corporation, as may be required by Florida law.

C. On projects requiring a Contractor with specific expertise and experience, the Owner may include additional prequalification requirements relative to demonstrated performance of similar work, similar size and complexity, and possession or availability of facilities or equipment needed to performance of the work identified for the project.

D. For bids exceeding $100,000, a bid proposal guarantee of 5% of the bid amount must accompany the bid proposal, or the bid shall be deemed non-responsive and rejected. Bid proposal guarantee may be in the form of a certified check, cashier's check, treasurer's check, bank draft, or bid bond. No bid proposal guarantee is required for bids less than $100,000.

Bids are to be accepted only from potential Bidders who have prequalified in accordance with above items A, B, C, and D, as applicable, and as set forth in the Invitation to Bid. To participate in the bid process, each potential Bidder shall be prequalified by the Owner for the specific field or area of construction based on the Bidder's experience, financial resources and area of license or certification as identified in the Invitation to Bid.

Each potential Bidder will be notified by the Owner to which it applied for prequalification of its eligibility or ineligibility to submit bids. Any Bidder or potential Bidder that is determined to be ineligible because of failure to provide evidence of the minimum requirements will not be qualified to submit a bid. Each potential Bidder notified of its eligibility may submit a bid at the time and place designated in the bidding documents as long as the Bidder is qualified and eligible to perform the work required by the bidding documents.

Prequalification for contract award:

All Contract Levels, regardless of the dollar amount, require**:**

A. Satisfactory compliance with bid prequalification criteria, as applicable (see above).

B. Bidder shall provide prior to the Owner's execution of the construction contract, evidence of insurance in effect that is equal to or exceeds the limits and types of coverage required by the bidding document.

C. If specific expertise and experience are required (as mentioned earlier in this section and also identified in the Invitation to Bid), the Bidder must provide documentation of the specific expertise and experience its staff possesses to perform a project requiring unique or specialized capabilities.

Additional requirements for award of projects with bids exceeding $100,000 are:

A. On projects where the bid exceeds $100,000, unless such requirement has been waived by the Owner and identified in the Invitation to Bid, the Bidder must provide within two (2) working days of being notified it is the lowest responsive qualified Bidder, evidence of ability to provide the necessary performance and payment bonds for the project by providing a letter of intent to provide a 100 percent (100%) Performance Bond and a 100 percent (100%) Labor and Material Payment Bond from a surety company authorized to do business in the State of Florida by the Department of Insurance, and meeting the financial and performance rating required by the bid documents. For contract amounts not exceeding $500,000, the provisions of Section 287.0935, Florida Statutes, shall govern.

B. On projects exceeding $200,000 the lowest responsive Bidder must provide within seven (7) working days of being notified it is the lowest responsive qualified bidder, a completed "Experience Questionnaire and Contractor's Financial Statement". The Contractor's financial condition must demonstrate that adequate liquid assets and equipment are available to properly perform this project as follows: The value of liquid assets must be no less than one-twentieth (1/20) of the amount of the base bid. Liquid assets shall include cash, stocks, bonds, pre-paid expenses, and receivables, but shall not include the value of equipment.

C. Familiarity with local conditions - On projects exceeding $200,000, unless waived by the Owner for good cause, the Contractor must agree to establish or have an active office, or an ongoing project located within 300 road miles of the project site.

D. Work Force - On projects exceeding $500,000, the Contractor must agree to perform not less than fifteen percent (15%) of the project management and construction work utilizing its own employees.

E. Firm Experience - On projects exceeding $500,000, the Contractor must have successfully completed not less than two projects of similar size and complexity within the last three years, unless otherwise identified in the Invitation to Bid (ITB).

F. Supervisor - On projects exceeding $500,000, the Contractor must agree to provide field (on-site) supervision (through a named superintendent for each of the general, concrete forming and placement, masonry, mechanical, plumbing, electrical, and

roofing trades, either through the use of its employees, or in the instance of mechanical, plumbing, electrical, and roofing trades, through the use of employees of the subcontractor. In addition, the Contractor shall assign and name a qualified employee to provide scheduling direction to the entire project. Supervisory employees (including field superintendents, foremen, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of a substantially equivalent level on a similar project for at least two years within the last five years unless otherwise identified in the Invitation to Bid (ITB). The Contractor shall include a resume of experience for each of those employees identified to supervise each trade, and for scheduling, with its submittal of the "Experience Questionnaire and Contractor's Financial Statement".

The firm determined by the Owner to have submitted the lowest responsive bid must complete and submit the above required qualification data, as applicable. The Owner will evaluate all data submitted within fourteen (14) days of receipt and determine whether or not the firm is a qualified Bidder. Should the Bidder be judged unqualified, the bid will be rejected and the next lowest responsive bid will be given seven (7) working days to submit its qualification data.

A-3 FAMILIARITY WITH LAWS

The Contractor is required to be familiar with and shall comply with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve the Contractor of this responsibility.

A-4 FLORIDA PRODUCTS AND LABOR

The Contractor shall comply with Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public building contracts where price & quality are equal.

A-5 IN-STATE PREFERENCE

The Contractor is required to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. The Contractor must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the state's job bank system. No contract shall be let to any person refusing to execute an agreement containing the aforementioned provisions, in accordance with Chapter 2010-147, Florida Law. The Design/Build firm shall utilize their own employees for 15% of Management and Work.

A-6 TAXES

Although the Owner is not subject to the Florida Sales and Use Tax, any Contractor who purchases materials or services to be used in the construction of state owned buildings will not be exempt from tax on these materials and services as required by Section 212.08(6), Florida Statutes:

> *There are also exempt from the tax imposed by this chapter sales made to the United States Government, a state, or any county, municipality or political subdivision of a state when payment is made directly to the dealer by the governmental entity……This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents of any government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision.*

The Contractor is liable for all taxes assessed against it with regard to the work done or materials furnished pursuant to the Contract Documents. The Owner is not subject to:

A. Federal Excise Taxes on materials or appliances that are incorporated into and become a part of the completed improvement.

B. Federal Tax on transportation of property.

The Owner will furnish the Contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and Federal Excise Tax separately for purchased materials that will be incorporated into the contracted work.

The Bidder shall take these factors into consideration in preparing its proposal, including therein the cost of the State Sales Tax and Use Tax on materials, but excluding the cost of those taxes not applicable.

A-7 ALTERNATES

If the Owner wishes to know the relative or additional construction cost of an alternative method of construction, an alternative use or type of material, or an increase or decrease in scope of the project, these items will be defined as alternates and will be specifically described by the Contract Documents. Alternates will be listed in the Proposal Form in such a manner that the Bidder shall be able to clearly indicate what sums the Bidder will add to, or deduct from its Base Bid.

A-8 ADDENDA

When the Owner and/or Architect-Engineer finds it necessary to supplement, modify, or interpret any portion of the Bid Documents during the bidding period, such procedure will be accomplished by the issuance of written Addenda to the Bid Documents which will then be mailed, transmit electronically or faxed to all prospective Bidders.

A-9 INTERPRETATION OF BID DOCUMENTS

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

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

A-10 EXAMINATION OF BID DOCUMENTS AND WORKSITE

Bidders are required, before submitting their proposals, to visit the proposed worksite during the period established by the owner and completely familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be performed and the equipment, materials, and labor required.

Bidders are also required to examine carefully any Drawings, Specifications, and other Bid Documents to inform regarding any and all conditions themselves thoroughly and requirements that may in any manner affect the work.

A-11 BASIS FOR BIDDING - TRADE NAMES

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

A-12 PREPARATION / SUBMISSION OF BIDS

Each Bidder shall complete the Proposal Form indicating the bid prices thereon in the appropriate spaces for the Base Bid and alternates on which bids are being made. Any erasure or other correction in the proposal may be explained or noted over the signature of the Bidder.

The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Design Standard Indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

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

Each bid must give the full business address of the Bidder and state whether it is a sole proprietorship, corporation, partnership, or other specified business entity. The bid must be submitted via email to D1.Purch@dot.state.fl.us and clearly marked on its face: "SEALED BID - FINANCIAL PROJECT # 454013-1-52-01."

The bid shall be submitted only prior to the time and the place specified in the Invitation to Bid or in accordance with any Addendum issued subsequently to the advertisement. Sealed bid envelopes submitted by mail or by delivery service must be delivered within a separate mail or delivery envelope, also marked "SEALED BID". Bids not delivered in sealed envelopes shall be returned to the Bidder.

A-13 NOTICE OF INTELLECTUAL PROPERTY INTERESTS

The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Design Standard Indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

A-14 LIST OF SUBCONTRACTORS

NOTE: For contracts exceeding $200,000, the List of Subcontractors Form shall be required. However, the Owner's Project Manager shall also have the option to require the List of Subcontractor Form on projects below $200,000, if deemed to be in the best interest of the State. (See Section A-1 for "Contract Level" definition.)

In order that the Owner may be assured only qualified and competent subcontractors will be employed on the project, each Bidder shall submit with its bid proposal a complete list of subcontractors who will perform the work for each Division of the Specifications by utilizing the List of Subcontractors Form**.** On this form, the Contractor, is responsible for identifying, if applicable, whether the subcontractor is a certified or non-certified Minority Business Enterprise (MBE) contractor. However, whether or not the subcontractor is an MBE shall in no way influence the bid selection, order of acceptance, or cause rejection of a bid. The Bidder shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in the particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by this Contract Agreement and is qualified both technically and financially to perform that pertinent phase of this work for which he/she is listed. Only one subcontractor shall be listed for each phase of the work.

Any Bidder who lists a subcontractor not certified and/or registered by the State to perform the work of the required trade, if such certification or registration is required for the trade by Florida law, will be rejected as non-responsive. No change shall be made in the list of subcontractors, before or after the award of a contract, unless agreed to in writing by the Owner.

A-15 WITHDRAWAL OF BIDS

Any time prior to bid opening, bids may be withdrawn by the

Bidder submitting a written or fax request to do so. However, negligence on the part of the Bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

A-16 DISQUALIFICATION OF BIDDERS

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

A-17 RECEIPT AND OPENING OF BIDS

NOTE: Level 1 contracts require verbal quotes from at least 2 business entities. Level 2 and 3 contracts require that at least 3 business entities are requested to submit a bid and the bids to be publicly opened and read aloud. There are no statutory requirements to advertise Contract Levels 1, 2, or 3. However, advertisement is authorized if the Owner's Project Manager determines it to be in the best interest of the State. Statutory requirements for advertising Contract Levels 4 and 5 contracts are as follows: Level 4 contracts require advertisement in the Florida Administrative Weekly at least 21 days before letting, and Level 5 contracts require advertisement in the Florida Administrative Weekly at least 30 days before letting, as well as, advertisement in a local newspaper at least 30 days once before letting and 5 days before, if applicable, the pre-bid meeting. Both Levels 4 and 5 require sealed proposals be requested, publicly opened, and the bids read aloud. (See Section A-1 for "Contract Level" definition.)

Bids that require public bid opening shall be read aloud (see above note) at the time and place stated in the Bid Documents. The person whose duty it is to open bids will decide when the specified time has arrived and that no bids received thereafter will be considered. No responsibility will be attached to the Owner or any person for the premature opening of a bid not properly addressed and identified. No fax bids will be accepted. Each bid must carry the original signature of the individual authorized to sign the bid on behalf of the firm submitting the bid.

A-18 DISQUALIFICATION OF BIDS

Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders and no participants in such collusion will be considered in future proposals for the same work. Falsification of any entry made on the Contractor's bid proposal will be deemed a material bid deviation and will be grounds for rejection.

A-19 REJECTION OF BIDS

The Owner reserves the right to reject any and all bids under any of the circumstances prescribed in Rule 60D-5.0071, Florida Administrative Code, and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, Florida Administrative Code, if the lowest qualified bid exceeds the project construction budget.

A-20 NOTICE AND PROTEST PROCEDURES

NOTIFICATION:

A. Bid Solicitation: The Owner shall provide notice of its decision or intended decision concerning a bid solicitation by advertising for bids and distribution of bid documents.

B. Contract Award: The notice of a decision or intended decision on contract award or bid rejection shall be given by posting the Bid Tabulation at the location identified in the advertisement. In the event the Notice of Intent cannot be posted in this manner, all bidders will be notified.

PROTEST:

A. Any person who is adversely affected by the Owner's decision or intended decision shall file with the Department of Transportation, Clerk of Agency Proceedings, Office of General Counsel, 605 Suwannee Street, MS 58, Tallahassee, Florida 32399-0450, a notice of protest in writing within 72 hours, excluding Saturday, Sunday, and State holidays, after receipt of the bid documents if the protest is directed toward the bid documents, or after the notice of the Owner's decision or intended decision on contract award or bid rejection if the protest is directed toward contract award or bid rejection.

B. Thereafter, a formal written protest by petition in compliance with Sections 120.569 and 120.57, Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, must be filed with the Department of Transportation, Clerk of Agency Proceedings, Office of General Counsel, 605 Suwannee Street, MS 58, Tallahassee, Florida 32399-0450, within ten (10) days after the date the notice of protest was filed.

C. Failure to file a timely notice of protest or failure to file a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to posting of the bid tabulation or receipt of the notice of the Owner's decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

OWNER ACTION

A. Upon receipt of a notice of protest that has been timely filed, the Owner shall delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless the Owner sets forth in writing particular facts and circumstances which require the continuation of the bid solicitation process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare. If the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.

B. Upon receipt of the formal written protest petition which has been timely filed, the Owner shall attempt to resolve the protest by mutual agreement

between the parties within seven (7) days, excluding Saturday, Sunday, and State holidays.

C. If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, the Owner shall schedule an informal proceeding pursuant to Section 120.57(2), Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code.

D. If there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings of the Department of Administration, State of Florida, for a formal proceeding pursuant to Sections 120.57(1) and 120.569, Florida Statutes.

A-21 DETERMINATION OF SUCCESSFUL BIDDER

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

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

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

A-22 NOTICE TO PROCEED, SECURE AND PAY FOR UTILITY CONNECTIONS; AND TIME OF COMPLETION (SUBSTANTIAL AND FINAL)

The contract will be issued to the Contractor after it is signed. At that time, the Contractor will be given a Notice to Proceed. The contract time will begin the day the Notice to Proceed is sent to contractor.

The Contractor is allowed thirty (30) calendar days from the time of this notice to secure and pay for those required permits and utility connections, if such connection fees are required before construction can start. Special permits such as tree removal, Water Management District, Dept. of Environmental Regulation, septic tank, demolition, etc., may be necessary before construction can start. These special permits may be obtained by the contractor prior to the issuance of the building permit. Work under specialty permits may begin when the specialty permit is obtained by the contractor. Work on the building cannot begin until the building permit has been obtained except as permitted under a specialty permit. If additional time is required, the Contractor will request approval of a time extension for good cause for the purpose of obtaining any permit required prior to commencing construction on the site.

The work to be performed under this contract shall be commenced within ten (10) calendar days after date of Notice to Proceed shall be substantially completed within __160_____ calendar days after the date of this Notice to Proceed, and shall be finally completed within ____30_____ calendar days after the date of substantial completion. Time is of the essence as to each and every obligation under this contract.

A-23 LIQUIDATED DAMAGES

Inasmuch as failure to complete the project within the specified timeframe will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not substantially completed within the specified time indicated in Section A-21, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, $__1,216.00____ for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished. It is also hereby agreed that if this project is not finally completed, in accordance with the requirements of the Contract Documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, as indicated below. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Document. This provision of liquidated damages for delay shall in no manner affect the Owner's right to terminate the contract. The Owner's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages as follows:

Original Contract Amount-Daily Charge Per Calendar Day

$50,000 and under ----------$554
Over $50,000, but less than $250,000----------$676
$250,000, but less than $500,000----------$994
$500,000, but less than $2,500,000----------$1216
$2,500,000, but less than $5,000,000----------$2106
$5,000,000, but less than $10,000,000----------$3218
$10,000,000, but less than $15,000,000----------$3182
$15,000,000, but less than $20,000,000----------$7614
$20,000,000 and over - $7614, plus 0.00027% for any amount over $20 million

The Owner is entitled to completion of the project within the time specified in Section A-21, or within such further time, if any, as may be allowed in accordance with the provisions of the contract. In the event of termination of the contract by the Owner for cause prior to completion, the Contractor shall be liable to the Owner for the expenses for additional managerial and administrative services and also for the per diem liquidated damages agreed above: 1) for each day the Contractor is in arrears in its work at the time of said termination as determined by the Architect-Engineer, or Owner, and 2) for each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Owner to effect another contract for completion of the project and for resumption of work thereon. Provided, however, that the sum of 1 and 2 above shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the project.

It is further agreed that the Owner may deduct from the balance retained by the Owner, 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.

A-24 PERMITS

The Contractor is obligated to obtain and pay for all required building permits including site and environmental from state and local authorities having jurisdiction for construction of this project including State Fire Marshal.

In the case of plumbing, electrical, other internal system permits and connection permits, the Contractor is obligated to obtain such permits and pay such fees. The Contractor shall determine the permits and fees required by any entity having jurisdiction over any part of the project and shall include the cost of all such permits in its bid proposal. Unless otherwise agreed to in writing by the Owner and Contractor, the Notice to Proceed will be issued to Mobilize and to proceed with Construction as provided in Section A-21.

A-25 BID GUARANTY

NOTE: If the bid amount is less than $100,000, no bid guaranty is required, however, if the bid amount exceeds $100,000, a 5% bid guaranty of the bid amount must accompany the bid proposal, or the bid shall be deemed non-responsive and rejected.

On projects where the base bid, and the sum of all additive alternates exceed $100,000, a five percent (5%) bid guaranty shall accompany the bid proposal. The bid guaranty shall be in the form of a certified check, cashier's check, treasurer's check, bank draft, or bid bond made payable to the Owner. Such check or bid bond shall be submitted with the understanding that it shall guaranty the Bidder will not withdraw the bid for a period of forty (40) days after the scheduled closing time for the receipt of bids; and that if the bid is accepted, the bidder will enter into a written contract with the Owner in accordance with the form of agreement included as a part of the Contract Documents, and that the required performance bond and labor and material payment bond will be given; and that failure to execute the Contract Agreement and give said bonds within ten (10) calendar days after the Bidder received notice of acceptance of its bid, the Bidder shall be liable to the Owner for the full amount of the bid guaranty as representing the damage to the Owner on account of the default of the Bidder in any particular hereof.

Bid guaranties shall be returned to all except the two apparent lowest qualified Bidders after the formal opening of bids. The remaining bid guaranties will be returned to the two lowest Bidders after the Owner and the accepted Bidder have executed the Contract Agreement and the performance bond and labor and material payment bond have been approved by the Owner. If the required Contract Agreement and bonds have not been executed within forty (40) calendar days after the date of the bid opening, the bid guaranty of any Bidder will be returned upon request, provided the Bidder has not been notified of the acceptance of its bid prior to the date of such request.

A-26 SURETY COMPANIES ACCEPTABLE TO STATE

NOTE: If the bid amount is less than $100,000, no bid guaranty is required. If the bid amount exceeds $100,000, a bid guaranty of 5% of the bid amount must accompany the bid proposal, or the bid shall be deemed non-responsive and rejected. If the total contract sum is $100,000 or less, no Performance Bond or Materials and Labor Bond is required. If the contract sum exceeds $100,000, a Performance Bond of 100% and Labor and Materials Bond of 100% shall be required. If increases are made to the original contract sum, the Contractor shall also furnish the Owner with additional bonding equivalent to the increases.

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

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

E. If the contract sum exceeds $500,000, the Surety Company shall also comply with the following provisions:

1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
Up to 1,000,000	A-	CLASS I
1,000,000-2,000,000	A-	CLASS II
2,000,000-5,000,000	A-	CLASS III
5,000,000-10,000,000	A-	CLASS IV
10,000,000-25,000,000	A-	CLASS V
25,000,000-50,000,000	A-	CLASS VI
50,000,000-100,000,000	A-	CLASS VII

2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding 10 percent (10%) of its surplus to policyholders, provided:

   a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida,

Department of Insurance to do business in this state has been met.

b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged, or held subject to the consent of the surety and for the protection of the surety shall be deducted.

A-27 SUBCONTRACTOR DATA

NOTE: <u>The List of Subcontractors Form shall be required</u> on all Contract Levels 4 and 5. However, the Owner's Project Manager may also require this form on Contract Levels 1, 2, or 3, if deemed in the best interest of the State. (See Section A-1 for "Contract Level" definition.).

Within two (2) working days after bid opening, the apparent low Bidder shall submit to the Owner's Project Manager the following for each subcontractor.

A. Corporate Charter Number, (If applicable),

B. License Number,

C. Name of record license holder, and

D. Complete name, address, and phone number for listed subcontractors.

A-28 MINORITY BUSINESS ENTERPRISES (MBE) UTILIZATION

The Owner encourages the recruitment and utilization of certified and non-certified minority businesses. The Owner, its contractors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have an opportunity to compete for and perform contract work for the Owner in a nondiscriminatory environment. Each invoice for contracts with a MBE subcontractor, supplier, or sub-consultant must be accompanied by a MBE Payment Certification, Form No. 375-030-31. The Owner's Project Manager will reject any invoice for agreements with MBE subcontractor, supplier, or sub-consultant participation if the MBE Payment Certification (Form No. 375-030-31) is not included. This form is required for each invoice submitted, even if there is no MBE participation during the invoice period. For each invoice submitted, the Owner's Project Manager is responsible for forwarding a copy of the MBE Payment Certification to the Central Procurement Office.

Additionally, the Contractor is also responsible for identifying on the List of Subcontractors Form, if applicable, whether or not the subcontractor is a certified or non-certified MBE.

A-29 SCRUTINIZED COMPANIES / E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require all subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract period.

SECTION B
CONDITIONS OF THE CONTRACT

B-1 ORDER OF DOCUMENTS

All exhibits attached hereto are made a part of the Contract Documents. In cases of conflict in the Contract Documents, the governing order shall be as follows:

A. Non-Technical Special Provisions (addenda to the Non-Technical Specifications)

B. Non-Technical Specifications

C. AIA Document A-201

D. Technical Special Provisions (modifying the Technical Specifications)

E. Technical Specifications and addenda

F. Plans and addenda

The Owner delegates authority to the Architect-Engineer where Contract Documents reference Architect-Engineer approval. However, the Owner reserves the right of final approval on all issues contained in the Contract Documents.

B-2 EXECUTION OF BID PROPOSAL, CONTRACT AGREEMENT AND BONDS

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

PARTNERSHIP:
If the Contractor is a partnership, the Contract Agreement shall be executed in the name of the partnership by the manual signature of one or more general partner(s), as provided in the partnership agreement.
CORPORATION:
If the Contractor is a corporation, the Contract Agreement shall be executed in the name of the corporation and shall bear the corporate seal, if applicable, and is to be signed by the President or the Chief Executive Officer. Other signors need to attach written proof of authority from the corporation.

LIMITED LIABILITY COMPANY:
If the Contractor is a limited liability company, the Contract Agreement shall be executed by an individual with apparent authority, such as manager, managing member, or if the manager or managing member is another business entity, the president or general partner of the identified entity.

JOINT VENTURE:
If the Contractor is a joint venture, the Contract Agreement shall be executed by the designated individual or all individuals required by the joint venture agreement with proof of authority attached.

CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR:
The Contractor shall execute all required forms of the Contract Agreement duly attested or notarized and return within ten (10) calendar days of their receipt. Failure to return all forms correctly executed within ten (10) calendar days of receipt, without written extension by the Owner, shall constitute an irregularity and deemed grounds, at the Owner's option, for rejection and forfeiture of the Bid Guaranty or at the Owner's option, for the deduction on a day-for-day basis from the time allotted for completion of the work.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:
These bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the Contract Agreement.

B-3 CONTRACTOR'S INSURANCE

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

WORKERS COMPENSATION INSURANCE:
The Contractor shall obtain and maintain during the life of this Contract Agreement, Workers Compensation Insurance for all employees connected with the work of this project and in any work sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers 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 Workers Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:
The Contractor shall obtain and maintain during the life of this contract COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE sufficient to protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this contract whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:

A. Contractors Comprehensive General Liability Coverage - Bodily Injury & Property Damage = $300,000.00 Each Occurrence, Combined Single Limit

B. Automobile Liability Coverage - Bodily Injury & Property Damage = $100,000.00 Each Occurrence, Combined Single Limit

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

SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:
The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, the above type

of specified insurance or insure the subcontractors activities in the Contractor's policy, as specified above.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:
The Contractor shall procure and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury & Property Damage Liability = $300,000.00 Each Occurrence, Combined Single Limit

"XCU" (EXPLOSION, COLLAPSE, UNDERGROUND DAMAGE):
The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are applicable.

BROAD FORM PROPERTY DAMAGE COVERAGE, PRODUCTS, AND COMPLETED OPERATIONS COVERAGE:
The Contractors Liability Policy shall include Broad Form Property Damage Coverage, Products, and Completed Operations Coverage.

CONTRACTUAL LIABILITY-WORK CONTRACTS:
The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this contract.

INDEMNIFICATION:
The Contractor's Liability Policy shall provide a "Hold Harmless" rider as noted on the Owner's Certificate of Insurance Form.

BUILDER'S RISK COVERAGE:
The Contractor shall secure and maintain during the life of this contract, a "Builder's Risk Policy", all Risks Form, and issued on a completed valued basis. Installation Floaters and other inland Marine Forms may be utilized where applicable and are in the best interest of the State.

ASBESTOS-ABATEMENT CONTRACTORS LIABILITY INSURANCE POLLUTION ENFORCEMENT:
The asbestos-abatement Contractor shall procure a pollution endorsement to its public liability insurance, against claim or claims expenses arising from the abatement project, as required by Section 255.56, Florida Statutes. The coverage by the endorsement may be of the claims-made type.

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

CERTIFICATE OF INSURANCE:
The Contractor shall provide the Owner with proof of insurance coverage as specified on the Certificate of Insurance. The Owner's Certificate of Insurance form shall be completed, signed by the authorized Florida Licensed Agent and returned to the Owner. These certificates shall be dated and show:

A. The name of the insured Contractor, the specific project by name and job number, the name of the insurer, the number of its effective date, and termination date of the policy, and

B. A statement that the insured will mail notice to the Owner's Project Manager, and a copy to the Architect-Engineer, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

The Contractor is responsible for maintaining the insurance coverage specified on the Certificate of Insurance during the life of the project.

B-4 VERIFICATION OF OWNER'S SURVEY DATA

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

B-5 CONSTRUCTION FACILITIES

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

TEMPORARY WIRING:
The Contractor shall meet all safety requirements of the National Electric Code, Florida Department of Commerce, Bureau of Workers Compensation, or local requirements. In addition, all wire shall be so sized that it is not over loaded according to the National Electric Code, and any wire used shall be fused to adequately protect that wire according to the National Electric Code.

The Contractor shall have available an adequate number of outlets and each outlet shall be properly and clearly labeled with the maximum voltage and fuse protection. Where temporary lighting is used, outlets shall consist of weatherproof sockets insulated and provided with a locking type wire guard. All devices shall be properly grounded.

STORAGE AND WORK AREAS:
At the start of the operations the Contractor shall make arrangements with the Architect-Engineer's field representative and the Owner's representative for the assignment of storage and work areas. During construction the Contractor shall maintain the areas in a neat condition.

CONTRACTOR FIELD OFFICES:
Trailers may be used for field offices, but their use as living quarters for personnel shall be limited to one staff member such as a night watchman or a superintendent.

UNDERGROUND UTILITIES:
The Contractor shall meet all requirements of the United States Department of Labor Occupational Safety and Health

Administration (OSHA) in the performance of work related to excavations for underground utilities, foundations and other subsurface work. The Contractor shall conduct thorough training on OSHA standards and requirements on a continuing and regular basis throughout the execution of such work.

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

B-6 PROJECT DRAWINGS - COPIES FURNISHED TO CONTRACTOR

The Owner will provide the Contractor with four (4) set of signed and sealed drawings (11"x17" format) and specifications in electronic format or printed as needed for permitting and one set of signed and sealed plans and specifications in electronic format upon contract award.

B-7 PROJECT DRAWING – CHANGES

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

B-8 INSPECTIONS - ALL PROJECTS

In addition to any special structural inspections of threshold buildings, all projects will require detailed code compliance inspections by the local authorities with jurisdiction over the area in which the project is located. The disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building. The Contractor shall make all permits, drawings, specifications, previous inspection reports, and change documents available to code inspectors.
The contractor shall provide a copy of each inspection report to the Architect-Engineer in a timely fashion.

OTHER INSPECTIONS:

A. Department of Business and Professional Regulation has responsibility for elevator inspections.

B. State Fire Marshal has responsibility for inspecting facilities in accordance with the Uniform Fire Safety Standards.

C. Architect-Engineer may have responsibilities, relative to inspections.

D. Owner representatives may also perform inspections.

E. There may be other inspections required as specified elsewhere.

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

B-9 SHOP DRAWINGS

Shop drawings shall be submitted for manufactured or fabricated materials as called for in the separate specification sections. Drawings shall be fully identified by project name, location, suppliers' name, date, drawing number, specifications section reference, etc. The Contractor shall submit electronically, with such promptness as to cause no delay in the work, or in the work of any other Contractor, One (1) copy of all shop drawings, and schedules, required for the work of the various trades, to the Owner for distribution and approval. The Contractor shall make no deviation from the approved drawings, and the changes made thereto by the Architect-Engineer, if any.

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

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

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

A. Approved as drawn.

B. Approved as noted.

C. Returned for correction.

D. Not approved.

SUBMISSION / APPROVAL OF SHOP DRAWING AND SAMPLE SCHEDULE:
If and when required by the Architect-Engineer, the Contractor shall prepare and submit in triplicate to the Architect-Engineer a complete itemized Schedule of Shop Drawings, brochures, and other descriptive literature, listing each and all such items as required under these specifications, which schedule shall indicate for each required item:

A. Identification as to pertinent Specification Division.

B. Item(s) involved.

C. Name of pertinent subcontractor or supplier and the name of pertinent manufacturer.

D. Schedule delivery dates of pertinent items to the project.

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

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

complete brochure for each trade as soon as possible after Notice to Proceed is executed.

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

B-10 REFERENCE TO A.S.T.M. OR FEDERAL SPECIFICATIONS

Where reference is made to the Standard Specifications of the American Society for Testing and Materials (A.S.T.M.): "United States Government Federal Specifications, or to other standard specifications of Associated Manufacturer's Organizations, or trades, in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition effective as of the date bids are opened by the Owner, unless otherwise expressly provided in the Contract Documents".

B-11 MANUFACTURER'S SPECIFICATIONS

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

B-12 APPROVAL OF MATERIALS

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

If the submittals reflect any changes from the plans or specifications, these changes should be clearly indicated by the Contractor. If no such indication is given, then the submittal is assumed to correspond with the Contract Documents.

B-13 SUBSTITUTIONS

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

In making requests for substitutions the Contractor shall list the particular system, product, or material it wishes to substitute, the justification for such a request, and the amount to be added or deducted from the contract sum if the substitution is authorized by the Owner and approved by the Architect-Engineer.

If no addition or deduction to the contract sum is allowed by the Contractor for such substitution, it shall be so stated on the request. All requests submitted shall include any and all adjustments and any other work affected thereby.

B-14 CONSTRUCTION CLIMATE CONTROL

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

B-15 AS-BUILT DRAWINGS

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

Upon completion of the work, this data shall be recorded to scale, utilizing a computer-aided design and drafting application (CADD). Two (2) sets of disk files, and two (2) prints of the Contract Documents will be furnished to the Contractor by the Architect-Engineer, but cost shall be borne by Contractor. Each drawing shall be noted "As-Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above. The CADD record set of drawings shall be prepared and delivered to the Owner in the Department’s current adopted standard of AutoCAD Software format for compatibility statewide to allow updates as future changes/renovations occur.

In showing the changes the same legend shall be used to identify piping etc., as used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, elevator, and ventilating work unless two or more divisions are shown on the same sheets of the contract drawings, in which case the various subcontractors shall also show their changes on the same sheets. Each sheet shall bear the date and the name of the subcontractors submitting the drawings.

The Contractor shall review the completed as-built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc., are involved as part of the work, the Contractor shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the institution or for this project. The disks including those unchanged and changed shall be submitted to the Owner when completed, together with two sets of 11”X17” black-line prints for certification, and submitted to the Owner, at the time of final completion.

B-16 GUARANTEES & OPERATING INSTRUCTIONS

The Contractor shall provide full cooperation to the Owner in the production of videotape instructions for the operation and maintenance of all HVAC, fire alarm and sprinkler, irrigation, computer, and other systems essential to efficient utilization

of the building grounds. Owner personnel or its agents shall perform the actual taping, editing, and production of such instructional tapes. Cooperation of the on-site representative of the Contractor shall be the responsibility of the Contractor, whose representatives are to coordinate instructional activities with the Owner and its personnel or agents.

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

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

A. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and

B. Make good all damages to the structure or site or equipment or contents thereof, which, in the opinion of the Architect-Engineer, is the result of the use of materials, equipment, or workmanship which is inferior, defective, or not in accordance with the terms of the contract; and

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

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

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

Complete equipment diagrams, operating instructions, maintenance manuals, parts list, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees, and warranties addressed to the Owner, as applicable, for each and every piece of fixed equipment furnished under this contract to be supplied in a ring binder, hardcover book, properly indexed for ready reference. Specific information regarding manufacturers' names and addresses, nearest distributor and service representatives' name, address, office and home phone numbers, make and model numbers, operating design and characteristics, etc., are also required. All information submitted shall be updated to reflect existing conditions.

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

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

B-17 CLEANING

The Contractor shall provide Final Cleaning of the Work, immediately prior to Final Acceptance, consisting of cleaning each surface or unit of work to normal “clean” condition expected for a first-class building cleaning and maintenance program. All cleaning must comply with manufacturer instructions for cleaning operations.

The following are examples, but not by way of limitation, of cleaning levels required:

A. Remove labels which are not required as permanent labels, including all gum residue.

B. Clean transparent materials, including mirrors, window and door glass, to a polished condition, removing substances, which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.

C. Clean exposed exterior and interior hard-surface finishes, to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition. Buff out scratches and marks on exposed metal surfaces.

D. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.

E. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, manholes, and similar spaces. Clean tops of ductwork and horizontal surfaces of structural members in exposed areas.

F. Clean concrete floors in unoccupied spaces broom clean. Remove noticeable paint marks and construction stains.

G. Vacuum carpeted surfaces and similar soft surfaces. Inspect for stains and clean.

H. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure. Clean excess sealant from toilet fixtures and accessories.

I. Clean light fixtures and lamps so as to function at full efficiency. Replace any damaged lens.

J. Clean Project Site, including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petrochemical spills, and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface, breaking up or removing clumps of material.

B-18 PUBLIC NOTICE

Immediately following receipt of Notice to Proceed, the Contractor shall post a notice in the following form in a conspicuous place on the project site:

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

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

B-19 MODIFICATIONS TO AIA DOCUMENT A-201, 1997 EDITION

The General Conditions of the Contract for Construction, American Institute of Architects Document A-201, 1997 Edition, as modified below, hereinafter referred to as “General Conditions”, to the extent not inconsistent with other provisions in the Contract Document, is made a part of the Contract Documents:

ARTICLE 1, GENERAL PROVISIONS

Article 1.1.1 - Delete in its entirety.

ARTICLE 2, OWNER

Article 2.1.2 - Delete in its entirety.

Article 2.2.1 - Delete in its entirety.

ARTICLE 3, CONTRACTOR

Article 3.3.2 - Add the following: "Should the Architect-Engineer find any person(s) employed on the project incompetent, unfit or otherwise objectionable for his duties and so certify the facts to the Contractor, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without written consent of the Architect-Engineer."

Article 3.8.1 - Add the following: "If directed by the Architect-Engineer the Contractor shall solicit not less than three bids for the item(s), the cost of which is provided for by a specified allowance sum. The Contractor shall purchase the item(s) from one of the three Bidders as directed by the Architect-Engineer."

Article 3.10.1 - Delete in its entirety and substitute: See construction scheduling section of these Non-Technical Specifications.

Article 3.14.1 - Add the following: "All cutting and patching work shall blend in and be plumb and square. The quality of materials used shall be the same or surpass those used in the adjacent existing construction."

ARTICLE 4, ADMINISTRATION OF THE CONTRACT

Article 4.1.1 - Delete in its entirety and add the following: "The Architect-Engineer is the design professional identified in the Contract Documents. The term Architect and Architect-Engineer mean the Architect-Engineer or their authorized representative."

Article 4.2.5 - Add the following: "The authorized representatives and agents of the Architect-Engineer, Owner, and the United States Federal Agencies providing monies in the form of grant-funds or loans and such other persons as the Owner may designate shall have access to and be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records wherever they are in preparation and progress. The Contractor shall provide proper facilities for such access, inspections and, when required, exact duplicate copies of the aforementioned data shall be furnished."

Article 4.2.10 - Delete last sentence and add the following: "The duties, responsibilities, and limitations of authority of any such Project Representative shall be as set forth in the Contract Documents."

Article 4.2.12 - Delete end of last sentence: "and will not be liable for the result of any interpretation or decision rendered in good faith."

Articles 4.3 through 4.6.6 - Delete in their entirety.

ARTICLE 5, SUBCONTRACTORS

Article 5.2.1 - Add the following: "The Contractor shall not remove or replace subcontractors listed in the bid, subsequent to the lists being made public at the bid opening, except upon good cause shown and only when approved in writing by the Owner."

ARTICLE 7, CHANGES IN THE WORK

Article 7.1.1 - Delete "Construction Change Directive"

Article 7.1.2 - Delete "a Construction Change Directive Requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor;"

Article 7.1.3 - Delete "Construction Change Directive"

Article 7.3 - Delete in its entirety.

ARTICLE 8, TIME

Article 8.1.2 - Change the first sentence of the paragraph to read "The date of commencement of the work, and on which the Contract Time begins to run is the start date established by the Notice to Proceed to Mobilize on Site and to Proceed with Construction, which shall be the same date".

Article 8.1.3 - Delete ". . . in accordance with Paragraph 9.8." and the add ". . . as expressed in the Contract Documents."

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

Article 8.3.2 - Change the paragraph to read "Claims relating to time shall be made in accordance with applicable provisions of the Changes in the Work, Delays, Extensions of Time and Claims Section of the Non-Technical Specifications."

Article 8.3.3 - Delete in its entirety.

ARTICLE 9, PAYMENTS AND COMPLETION

Article 9.3.1.1 - Delete in its entirety.

Article 9.7.1 - Fourth line, delete the following: "...or awarded by arbitration." Delete the last sentence in its entirety.

ARTICLE 11, INSURANCE

Articles 11.2 through 11.4 - Delete in their entirety and insert in their place:

Article 11.2.1 - Owner's Liability Insurance - The Contractor shall be responsible for purchasing and maintaining an Owner's Protective Liability Insurance Policy with minimum limits as described in the “Instructions to Contractors."

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

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

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

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

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

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

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

Article 11.4.1 - Loss of Use Insurance - The Owner, at its option, may purchase and maintain such insurance against loss of use of its property due to fire or other hazards, however caused.

ARTICLE 13, MISCELLANEOUS PROVISION

Article 13.5.1 - Delete last sentence: "The Owner shall bear cost of tests, inspections, or approvals which do not become requirements until after bids are received or negotiations concluded," and add: "The Architect-Engineer shall designate the tests which shall be made, and the Contractor shall not obligate the Owner for tests without the Architect-Engineer approval."

Testing Costs paid for by the Contractor:
Certain tests of materials, equipment, and systems are required as part of the contract and shall be paid for by the Contractor. These are specifically named in the technical specifications and the types of tests are as follows:

A. Where tests are required by the technical specifications for materials, equipment, or systems the Contractor shall pay the cost of initial tests to prove qualities and determine conformance with specification requirements, e.g., mill tests on cement and steel; load testing of piling; sieve analysis and calorimetric tests on sand; strength tests for determining proportions of materials or concrete, moisture content and sound transmission tests of concrete blocks; etc.;

B. If substitute materials or equipment are proposed by the Contractor, they shall pay the cost of all tests which may be necessary to satisfy the Architect-Engineer that specification requirements are satisfied;

C. If materials or workmanship are used which fail to meet specification requirements the Contractor shall pay the costs of all coring or other tests deemed necessary by the Architect-Engineer to determine the safety or suitability of the material or element;

D. The Contractor shall pay for all testing costs, including, but not limited to: power, fuel, equipment, and systems for proper operation such as plumbing, heating ventilation, air conditioning, electrical, elevator, dumbwaiters, and conveyors, etc.

Testing Costs Paid by the Owner:
All other tests performed at the direction of the Architect-Engineer or the Owner shall be paid for by the Owner, except to the extent the cost of performing such tests are otherwise chargeable to the Contractor under provisions of the Contract Documents.

Article 13.6.1 - Delete in its entirety. (See Interest Provisions Section of the Non-Technical Specifications).

Article 13.7.1 - Delete in its entirety.

B-20 CHANGES IN THE WORK, DELAYS, TIME EXTENSIONS, AND CLAIMS

During the course of the Contractor's performance of the work, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Contract Documents, and/or the nature and extent of the work as specified and described in the Contract Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work than planned to be incurred in the Contractor's successful bid, in which event the Contractor or the Owner shall respectively be entitled to either an increase or decrease in the contract sum, whichever is the case, to the extent such greater or less cost and expense results, and in which event the party entitled to the benefit of any such adjustment to the contract sum shall, within twenty-one (21) calendar days from the first occurrence of such event(s), present written request on the other party by using the Construction Contract Change Order Form.

When the Contractor deems that extra compensation is due for work or materials not clearly covered in the contract or not ordered by the Owner, the Contractor shall notify the Owner in writing of the intention to make claim for the extra compensation, before beginning the claimed work. If the Contractor does not give such notification and does not afford the Owner proper opportunity for keeping strict account of actual costs, then the Contractor shall be deemed to have waived the claim for such extra compensation, and shall be estopped from asserting said claim in any and all judicial and administrative proceedings arising out of said project. The Contractor’s notice and the Owner’s account of the cost does not establish the validity of the claim or the method for computing any compensation of such claim. If the Owner determines that the claim is valid, the Department will pay for it as an extra as provided herein.

The Owner’s failure to resolve a claim within ninety (90) days after submission of the claim constitutes a denial of the claim.

However, no court proceedings on such claim may be filed until the Owner accepts the project.

If the Owner, upon considering any such claim, determines the contract sum should be increased or decreased, the determination of the amount of any such increase or decrease in the contract sum shall be governed and controlled by strict adherence to the following described guidelines and limitations, and neither the Contractor nor the Owner shall be entitled to receive any monetary consideration, beyond that which is authorized herein below.

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

A. Labor costs shall include of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.

B. All material costs, equipment costs, and equipment rental costs shall be at trade discount rates, plus State Sales Tax, where applicable.

C. Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling, and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:

1. Overhead and profit shall be calculated at the rate of 15 percent (15%) of the Contractor's labor, material, equipment, and equipment rental costs, incurred or spared, as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.

2. Overhead and profit shall be calculated at the rate of 7.5 percent (7.5%) of the Contractor's subcontractors actual labor, material, equipment, and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 15 percent (15%) of all such costs, as overhead and profit to the Contractor's subcontractors, for all changes in the work performed by the officers, employees, or subsidiaries of the Contractor's subcontractor.

D. In addition to the foregoing, all adjustments to the contract sum resulting from a change in the work shall include all out-of-pocket expenses, incurred or spared, in performing the changes in the work for:

1. Paying the required premiums to obtain Performance Bonds and Labor and Material Payment Bonds called for by the Contract Documents;
2. Paying the fee(s) required for licenses or permits called for by changes in the work;
3. Paying for delivery of materials or equipment to the job site;
4. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
5. Paying for testing required by the changes in the work.

E. In the event the Contractor demands an adjustment in the contract sum, such demand shall be accompanied by paid receipts or other such written evidence satisfactory to the Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work.

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

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

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

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

CLAIMS AND DISPUTES:
A claim is a demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the contract. The term "claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

No provision of the Contract Documents makes or is intended to make provision for recovery by the Contractor of damages for delay or for breach of contract. All claims, disputes, or controversies with the exception of a claim for breach of contract shall be determined and settled in accordance with the Claims and Dispute Resolutions of these Non-Technical Specifications.

TIME LIMITS ON CLAIMS:
Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be made in writing. An additional claim made after the initial claim has been implemented by a Construction Contract Change Order will not be considered unless submitted in a timely manner.

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

B-21 PROGRESS PAYMENTS

The Owner will, at intervals, make progress payments to the Contractor as follows:

PAYMENTS TO CONTRACTOR:
Thirty (30) calendar days shall be allowed for the Owner's inspection and approval of the goods and services for which any application for payment is made. Based upon application for payment submitted to the Architect-Engineer by the Contractor and certificates of payment issued by the Architect-Engineer and accepted by the Owner, the Owner shall make progress payments to the Contractor against the account of the contract sum in accordance with the following:

A. Within thirty (30) calendar days from the Owner's receipt and acceptance of a certificate of payment, the Owner shall pay, or cause to be paid to the Contractor, ninety-five percent (95%) of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated into the work, and ninety-five percent (95%) of that portion of the contract sum properly allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments.

NOTE: This section does not apply to any construction services purchased by a public entity if the total cost of the construction services purchased as identified in the contract is $200,000 or less.

B. The Contractor shall promptly pay each subcontractor in accordance with Section 287.0585, Florida Statutes, upon receipt of payment from the Owner out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work.

C. The Architect-Engineer may, on request, at its discretion, furnish to a subcontractor, if practical, information regarding the percentages of completion of the amount applied for by the Contractor and the action taken thereon by the Architect-Engineer on account of work done by such subcontractor.

D. Neither the Owner nor the Architect-Engineer shall have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

E. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall

constitute an acceptance of any work not in accordance with the Contract Documents.

F. The Contractor shall request such compensation by submitting:

1. A properly completed and signed Contractor's Invoice.

2. A properly completed and signed AIA Document G702 1992 Application and Certificate of Payment.

3. A properly completed and signed AIA Document G703 – 1992 Continuation Sheet (Schedule of Values), and

4. A properly completed and signed Minority Business Enterprises (MBE) Payment Certification~~, Form 375-030-31~~

The Contractor shall, within ten (10) calendar days from date of the contract, submit to the Architect-Engineer for approval one (1) copy of an AIA Document G703 – 1992 Continuation Sheet (Schedule of Values) which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by subcontractor item, and utilizing the Construction Specification's Institute "Masterformat Broadscope Section Numbers." The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the contract sum.

The approved AIA Document G703 – 1992 Continuation Sheet (Schedule of Values) will accompany and support the Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material as well as labor performed and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.

The AIA Document G703 – 1992 Continuation Sheet (Schedule of Values) will be utilized to present this and other pertinent information that will facilitate the checking and processing by the Owner's representatives of the Contractor's application for payment.

B-22 FINAL PAYMENT

Within thirty (30) calendar days from the date of Contract Completion, the Owner shall pay or cause to be paid to the Contractor the entire unpaid balance of the then Contract Sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the Contractor, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the work has been satisfactorily completed, the Contractor's obligations under the contract have been fully performed, and a final Certificate for Payment has been issued by the Architect-Engineer.

The Contractor shall submit all required documents along with final invoice to the Owner no later than 120 days after the project is completed and final acceptance of work is issued by the Owner. Invoices submitted after the 120-day time period will not be paid.

The Contractor's application for FINAL PAYMENT shall be accompanied with the following:

A. Owner's Certificate of Partial Payment marked "Final Payment.
B. Final Contractor's Invoice
C. Final AIA Document G702 – 1992 Application and Certificate of Payment.
D. Final AIA Document G703 – 1992 Continuation Sheet (Schedule of Values).
E. Final Minority Business Enterprise (MBE) Payment Certification, Form 375-030-31.

F. For Contracts exceeding $100,000, the Consent of Surety to make Final Payment – Signed and Sealed.

G. For Contracts exceeding $100,000, the Power of Attorney from Surety for Release of Final Payment - Signed, Sealed, and dated the same as Consent of Surety.

H. Contractor's Affidavit of Contract Completion.

1. Page 1 completed by the General Contractor.

2. Page 2 completed by Architect/Engineer.

I. Certificate of Occupancy from the authority having jurisdiction.

J. Notice of Release of Lien from each sub-contractor, worker or supplier, who has filed Notices to Owner.

K. Contractor's Guarantee of Construction for one (1) year from the date of Final Completion.

L. Copy of the Approval by the Architect-Engineer and the Transmittal to the Owner of Manuals, Shop Drawings, As-Builts (2 sets in the Department's current adopted standard of AutoCAD and 2 sets of Prints), Brochures, Warranties, and List of Subcontractors, with telephone numbers and addresses.

M. Verification that Owner's personnel have been trained in the operation of the new installed equipment for each System, i.e., HVAC, Controls, Fire Alarm, etc. and submit to the Owner a list of personnel that attended such training.

N. Fully executed Roof Warranty, if applicable, in the name of the Owner.

O. Other special warranties as required by specifications, in the name of the Owner, and

P. Fully Executed Contractor's Certification of No Hazardous Materials.

B-23 EXCLUSION OF OWNER FROM LIABILITY - INDEMNITY

INDEMNITY:
The Contractor shall indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's

fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

PAYMENT FOR CLAIMS:
The Contractor guaranties the payment for all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Contract. The Department's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

B-24 PROHIBITED MATERIALS

Per Section 255.40, Florida Statutes, the use of asbestos or asbestos-based fiber materials is prohibited in any buildings, construction of which commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity. As part of construction or renovation projects, architect/engineers and contractors will certify asbestos-containing materials, lead, cadmium, beryllium or other Federal or State prohibited hazardous materials were not specified or installed as part of the projects (See Contractor's Certification of No Prohibited Hazardous Materials Exhibit).

B-25 USE OF MATERIALS AND COMMODITIES PRODUCED BY PRISON INDUSTRIES – PRIDE

Per Section 945.515(2), Florida Statutes, no similar article of comparable price and quality found necessary for use by any state agency may be purchased from any other source when the Prison Rehabilitative Industries and Diversified Enterprises (PRIDE) certifies that the same is available and can be furnished by PRIDE. The purchasing authority of any such state agency shall have the power to make reasonable determinations of need, price, and quality with reference to articles available for sale by such correctional work programs. The Contractor, or its subcontractor, shall procure materials and commodities, where available from PRIDE, in the same manner and under the same procedures as required for the Owner under Section 946.515(2), Florida Statutes.

B-26 CLAIMS AND DISPUTES

Under the terms of this contract, the Contractor shall not have any right to compensation other than, or in addition to, that provided by this contract, to satisfy any claim for costs, liabilities, or debts of any kind whatever resulting from any act or omission attributable to the Owner unless the Contractor has provided notice and unless a timely claim is delivered to the Owner. All such claims shall be set forth in a petition stating:

A. Name and business address of the claimant,

B. A concise statement of the ultimate facts, including the statement of all disputed issues of material fact, upon which the claim is based,

C. A concise statement of the provisions of the contract together with any federal, state, local laws, ordinances, or code requirements, or customary practices and usages in the industry asserted to be applicable to the questions presented by the claim and a demand for the specific relief believed to be due the claimant, and

D. The date of occurrence of the event giving rise to the claim and date and manner of the Contractor's compliance with notice requirements. Within thirty (30) calendar days from the date any such claim is received, the Owner shall deliver to the Contractor its written determination on the claim.

Should the Contractor and Owner be unable to settle and dispose of such demand within thirty (30) days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor and the Owner, then such demand shall be referred to the Owner (Secretary of the Florida Department Transportation or designee) for determination, which shall be final and binding upon the Contractor unless appealed in accordance with applicable provisions of the Contract Documents.

B-27 HARMONY

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

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

B-28 TERMINATION FOR CAUSE OR MUTUAL AGREEMENT

This contract may be terminated by either party upon seven (7) days written notice, if such termination is by mutual agreement, or should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this contract may be unilaterally terminated by the Owner for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this contract. In the event of termination for cause, the Contractor shall pay the Owner liquidated damages and costs as described in Section A-22 above. If termination is due to the fault of others than the Contractor, the Contractor shall be paid for services performed to termination date, including reimbursements then due plus terminal expense.

B-29 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the State. If Contract is terminated prior to completion, all work to-date will be delivered to the Department. Upon termination,

the Contractor shall be entitled to payment and profit for work completed to the time of termination, only. The percentage of completion shall be determined by the Architect/Engineer, based upon the approved AIA Document G703 – 1992 Continuation Sheet (Schedule of Values).

If the contractor fails to provide the services or is no longer providing services, then all tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work products of the Contractor at any time.

B-30 CONTRACTOR'S PAYMENT RIGHTS

Contractors providing goods and services to the Owner should be aware of the following time frames. Upon invoice receipt, the Owner has thirty (30) days to inspect and approve the goods and services. The Owner has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (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. If payment is not available to the Owner for transmittal to the Contractor within forty (40) days, a separate interest penalty will be due and payable in addition to the invoice amount, pursuant to Section 215.422(3)(b), Florida Statutes. The forty (40) day period is measured from the date the invoice is received, or the date the goods or services are received, inspected, and approved whichever is the latter. Interest penalties of less than one ($1.00) dollar will not be enforced unless the Contractor requests payment. Invoices returned to the Contractor because of preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed Invoice is provided to the Owner.

Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient to conduct a proper preaudit and post audit thereof.

A Vendor Ombudsman, has been established within the Department of Banking and Finance and the duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. They may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

Per Section 339.135(6)(a), Florida Statutes, the Owner, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure, during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Project Manager shall obtain a written statement (approved encumbrance) from the Office of Comptroller that funds are available prior to the Owner entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Owner which are for an amount in excess of $65,000 and which have a term for a period of more than 1 year.

Per Section 255.2502, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B-31 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, in Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

B-32 ASSIGNMENT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein without written approval by the Owner.

B-33 DISCRIMINATION CLAUSE

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

B-34 UNAUTHORIZED ALIENS

The Owner shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

B-35 PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

NOTE: ***If the contract sum is less than $100,000, no Performance Bond or Labor and Materials Payment Bond is required. If the contract sum exceeds $100,000, the Contractor must furnish a Performance Bond of 100% and Labor and Materials Payment Bond of 100%. If increases are made to the original contract sum, the Contractor shall also furnish the Owner with additional bonding equivalent to the increases.***

On projects where the contract sum exceeds $100,000, the

Contractor shall furnish the Owner with a 100 percent (100%) Performance Bond and a 100 percent (100%) Labor and Materials Payment Bond written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Agent. Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond and Labor and Materials Payment Bond.

The cost of all Performance Bonds and Labor and Materials Payment Bonds shall be borne by the Contractor. Each bond shall be accompanied by a duly authenticated or certified document such as a Power of Attorney, evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date the bonds were executed on behalf of the Surety Company. The date on the document, submitted in duplicate, will be the same date in which the bonds were executed for the Surety.

The Contractor shall furnish the Owner with additional bonding equivalent to any increases in the original contract sum. It is a specific requirement that the surety bond shall continue to be acceptable to the Owner throughout the life of the contract and, in the event that the surety executing the bond, although acceptable to the Owner at the time of execution of the contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the Owner's initial approval of the company, then the Owner may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company authorized to do business in the State of Florida. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of the premium on the defaulting bond, will be borne by the Contractor.

B-36 CONSTRUCTION SCHEDULE

NOTE: All projects exceeding $200,000 (Contract Levels 4 & 5) require a construction schedule as described below. Should the Owner's Project Manager determine it to be in the best interest of the State, a schedule may also be required on other Contract Levels. (See Section A-1 for definition of "Contract Level".)

FOR A CONTRACT OF $2M OR LESS – The Contractor shall prepare and submit a construction schedule within twenty (20) days after the Owner has issued the Notice to Proceed.

FOR A CONTRACT SUM EXCEEDING $2M – The Contractor shall prepare and submit a construction schedule within thirty (30) days after the Owner has issued the Notice to Proceed

The construction schedule shall be submitted to the Architect-Engineer in quadruplicate graphically depicting the various activities necessary to complete the project. The schedule shall reflect the sequence of work in which the Contractor proposes each activity to occur, as well as, the duration (beginning and ending dates) of each activity. Since there are various scheduling systems available, it must be one that the Contractor, Architect-Engineer and the Owner all agree to. Examples of such systems include, but are not limited to: Timeline, Primavera, Project Workbench, Super project, etc. The Architect-Engineer is responsible for determining whether or not the schedule submitted by the Contractor meets project requirements and such determination shall be binding on the Contractor.

The Architect-Engineer shall on a regular basis review the construction schedule to determine whether or not it continues to meet all requirements, as well as, if the progress of work complies with the schedule. The Contractor is responsible for providing, in duplicate, an updated schedule with each pay request (partial and final), as well as, upon request from the Architect-Engineer and/or Owner.

Failure of the Contractor to develop and submit a construction schedule(s) as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Contractor in substantial default, and certify to the Owner that sufficient cause exists to terminate the contract or withhold any payment.

B-37 DUTIES OF THE ARCHITECT-ENGINEER'S REPRESENTATIVE

A. If an Architect-Engineer's Representative is authorized by the Owner, his/her duties shall include, but are not limited to, the following:

1. Assist the Contractor in obtaining interpretation of the Contract Documents from the Architect-Engineer.

2. Conduct daily on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.

3. Request additional details and/or information from the Architect-Engineer when needed by the Contractor.

4. Evaluate suggestions and/or modifications submitted by the Contractor and transmit the Architect-Engineer with recommendations.

5. Anticipate problems that could create delays and problems in construction and report them to the Contractor and Architect-Engineer for solution.

6. Maintain official relationship only with the General Contractor Job Superintendent(s) and communicate problems to him/her regardless of which subcontractor(s) work is involved.

7. Attend all required construction conferences and participate actively in discussions of the project.

8. When authorized by the Architect-Engineer, conduct tests and inspections as required by the Contract Documents and record results of such tests and inspections.

9. Maintain a daily log of project activity including, but not limited to: hours on the job site, weather conditions, daily construction activity, number of men in each trade on the site, general observations, written and verbal

directives to Contractor, and visits of governmental officials.

10. If, upon inspections or observations, work is found not to be in accordance with Contract Documents, advise the Architect-Engineer verbally and in writing. Consult with the Architect-Engineer for further directions if the Contractor does not correct work as directed by the Architect-Engineer.

11. Check that tests and inspections to be performed by others, other than those performed by Architect-Engineer's Representatives and/or the Architect-Engineer, are actually performed in accordance with the Contract Documents.

12. When requested, accompany all state and federal officials on inspections of construction and record the inspection in the log.

13. Cooperate with the Owner's Project Manager or Inspectors and provide them with all requested information about the project.

14. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings, and job log.

15. Review requisitions for payment submitted by Contractor and transmit to the Architect-Engineer with recommendations.

16. Participate in the inspections of construction with the Architect-Engineer and Owner's Project Manager at regular intervals and at Substantial Completion and provide Architect-Engineer with information as to work which is not complete, defective, or not in accordance with Contract Documents.

17. Refer all communications from other agencies, authorities, etc. to the Owner's Project Manager and Architect-Engineer.

18. Copy the Owner's Project Manager on all correspondence related to the project.

19. Review plans, specifications, and shop drawings on a regular basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise the Architect-Engineer when discovered.

20. Advise Contractor and Architect-Engineer of work being performed with unapproved shop drawings or without shop drawings when such shop drawings are required by specifications.

21. Check materials and equipment delivered to the job site against specifications, approved samples, shop drawings, and related correspondence. If in conflict, advise Contractor and Architect-Engineer.

22. Check that the Contractor is maintaining record notable drawings of As-Built conditions, when As-Built drawings are specified to be provided.

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

1. Authorize minor deviations from the Contract Documents (unless preapproved in writing by Architect-Engineer).

2. Expedite the work for the Contractor(s).

3. Advise the Contractor on building techniques or scheduling.

4. Approve shop drawings.

5. Issue certificates for payment.

6. Approve substitutions.

7. Interpret Contract Documents for others.

C. The Architect-Engineer's Representative shall not:

1. Get involved in disputes or problems between the Contractor and subcontractors.

3. Offer gratuitous advice to the Contractor or subcontractors on how to perform the work whether solicited or not.

4. Make vague and unclear log entries as to the acceptability of the Contractor's work. If unacceptable and not corrected properly and in a timely manner, the condition should be entered into the job log clearly as a statement made with follow-up written communication to the Architect-Engineer.

5. Order a work stoppage except in extreme emergencies and except under conditions authorized only by the Architect-Engineer.

B-38 CONTRACTOR'S REPRESENTATION (EXPERIENCE QUESTIONAIRE & FINANCIAL STATEMENT)

NOTE: For all Contract sums exceeding $200,000, the Contractor shall submit a Contractor's Experience Questionnaire and Financial

Statement (see Section A-1 for definition of "Contract Level").

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

B-39 CONTRACTOR'S WORK FORCE

NOTE: For contract sums exceeding $200,000, the Contractor shall agree to perform no less than 15% of project instruction work utilizing its own employees (see Section A-1 for definition of "Contract Level").

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

B-40 CONTRACTOR'S PROJECT SUPERVISION

NOTE: For contract sums exceeding $200,000, the Contractor must provide field supervision as described below (see Section A-1 for definition of "Contract Level").

The Contractor must provide, as a minimum, field (on site) supervision (through a named superintendent) of each of the general, concrete forming and placement, masonry, mechanical, plumbing, electrical, and roofing trades, either through the use of their employees, or in the instance of mechanical, plumbing, and electrical trades through the use of employees of the subcontractor as shown on the Contractor's Experience Questionnaire and Financial Statement. The Contractor shall not change or deviate from these principal and supervisory personnel without written consent of the Owner.

B-41 DRUG-FREE WORKPLACE

Each construction contractor regulated under Part I of Chapter 489, and electrical contractor or alarm system contractor regulated under Part II of Chapter 489, who contracts to perform construction work under a state contract for public property or publicly owned buildings governed by Chapter 255 must implement a drug-free workplace program as required by Section 440.102(15), Florida Statutes. The Contractor represents, covenants, and warrants that it has implemented a drug-free workplace program in accordance with the standards and procedures established in Section 440.102, Florida Statutes. This requirement applies to contracts entered into on or after October 1, 2002.

B-42 COMPLIANCE WITH LAWS

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's Records pertaining to this project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment or thereafter. The Department may also require submittal of the records from either the prime contractor, the subcontractor, or both. As the Department deems necessary, records include all books of accounting, supporting documents, and papers pertaining to the cost of performance of the project work.

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, if the Contractor is acting on behalf of a public agency the Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Contractor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Contractor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Department a copy of the Contractor's response to each such request.

B-43 Scrutinized Companies.

For Contracts $1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

SECTION C
SPECIAL CONDITIONS

C-1 WATER
The Contractor shall furnish and pay for all water necessary for construction of the building and testing its plumbing and mechanical systems. The Contractor shall make all connections, install a meter, take out and pay for all permits necessary, do all piping, and clear away all evidence of the same after the job is completed.

C-2 ELECTRICITY
The Contractor shall provide and pay for electricity for light and power necessary for the construction of the building and testing of its electrical and mechanical systems. The Contractor shall make all necessary arrangements for this service and perform the work required.

C-3 INITIAL CONSTRUCTION CONFERENCE
Immediately prior to starting construction, the Owner's Project Manager will arrange a meeting with the Architect-Engineer, Contractor, subcontractors, and other interested parties. The purpose of this meeting shall be to discuss requirements and responsibilities of the various parties involved with the objective of expeditious handling of the contract. The Owner's Project Manager will chair this meeting.

C-4 SITE SECURITY
The Contractor shall pay for and be responsible for securing the site and the project against theft, vandalism, and fire, and to ensure public safety at all times (twenty-four (24) hours per day) from the issuance of the Notice to Proceed until Substantial Completion.

C-5 ARCHITECT-ENGINEER'S FIELD OFFICE
NOTE: For contract sums exceeding $200,000, the Contractor shall provide a field office (see Section A-1 for definition of "Contract Level".

The Contractor shall provide and maintain a watertight office at the project for the exclusive use of the Architect Engineer and representatives, not less than 12'x12' in size, one room with at least one window in each exterior wall and an independent outside entrance door fitted with hardware and lock, artificial light, a bench with one drawer, a blueprint rack, a heater, and a window air conditioner. Upon completion of the contract, this office and equipment shall become the property of the Contractor, who shall be responsible for removal and disposal of the office and equipment.

C-6 TELEPHONE
NOTE: For contract sums exceeding $200,000 (see Section A-1 for definition of "Contract Level", the Contractor shall furnish a phone in the field office.

A telephone shall be installed and remain activated in the Architect-Engineer's office until project in fully completed. Charges for long distance calls shall be paid by the person making the calls, and all other charges in connection with the telephone shall be paid by the Contractor.

C-7 PROJECT SIGN
NOTE: For contract sums exceeding $200,000 (see Section A-1 for definition of "Contract Level", the Contractor shall erect a project sign.

The Contractor shall erect a ¾" – 4'x8' exterior grade plywood sign mounted on 4'x4' pressure treated wood posts at the project sire in a prominent location approved by the Owner.