



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

1875 ORANGE AVE E

TALLAHASSEE, FL 32311-6160

(850) 488-6551

TERMS AND CONDITIONS

FWC 25/26-105C

WATERMELON POND WEA POLE BARN IN ALACHUA COUNTY

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GENERAL TERMS AND CONDITIONS

SECTION A. DEFINITIONS

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

A-1. AMENDMENT

A formal correction, revision, or change in the Contract Terms, or the formal statement of such change, where the change is significant enough to require the signatures of the original signatories, or delegatory signatures when applicable (**EXHIBIT 12**).

A-2. ARCHITECT/ENGINEER (A/E)

The Design Professionals (Architect/Engineer, Architect, Engineer or Other) commissioned by Owner for the Project. The terms Architect, Engineer or Architect/Engineer mean the Architect/Engineer and its authorized representative. The Design Professionals may be self-performed by Owner's staff if so licensed and desired.

A-3. BID

The offer or proposal from the Bidder for performing the Work.

A-4. BIDDER

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

A-5. BIDDING DOCUMENTS

All documents provided by Owner to a Bidder in connection with the solicitation of Bids for the Project, including but not limited to (i) these General Terms and Conditions; (ii) any Supplementary Terms and Conditions; (iii) the plans, drawings and specifications for the Project; and (iv) any Addenda issued.

A-6. CHANGE ORDER

A written document (**EXHIBIT 11**) signed by the Owner stating their agreement on (i) a change in the work required on the Project; (ii) the amount of adjustment in the Contract Sum, if any; and/or (iii) the extent of an adjustment in the Contract Term, if any.

A-7. CONTRACT

The entire integrated agreement between the parties which supersedes all prior negotiations, representations or agreements. The terms "Contract" and "Agreement" are used interchangeably in the document.

A-8. CONTRACT DOCUMENTS

All Solicitation documents to be incorporated into the Contract, including (i) Terms and Conditions; (ii) the plans, drawings, specifications and permits for the Project; (iii) any Addenda issued; (iv) Invitation to Bid (ITB) Documents and (v) any Modifications.

A-9. CONTRACT MANAGER

The agency employee who is responsible for monitoring performance of the contract terms and conditions and serves as a liaison between the contractor and the agency.

A-10. CONTRACT SUM

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

A-11. CONTRACT TERM

The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, plus 1 year for guarantee of the Work.

A-12. CONTRACTOR

The successful Bidder who subsequently enters into the Contract.

A-13. FINAL COMPLETION

When the Work has passed the final inspection and the Owner has given written approval of satisfactory completion on the Work.

A-14. MINOR CHANGE IN WORK

Work not involving an adjustment in the Contract Sum or an extension of the Contract Term, and not inconsistent with the intent of the Contract Documents.

A-15. MODIFICATION

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

A-16. NON-RESPONSIVE BID

Any submission that does not comply with the solicitation documents, does not contain all the properly signed forms, supplements or deviates from the Solicitation requirements or has an incomplete Bid Form may be considered nonresponsive.

A-17. RESPONSIBLE BIDDER

A firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance.

A-18. OWNER

The state agency identified in the ITB Documents and the Contract, which may also be referenced as the **Florida Fish and Wildlife Conservation Commission, FWC or Commission.**

A-19. PROCUREMENT MANAGER

The agency employee in overall charge of the planning and execution of a particular project.

A-20. PROJECT

The Project identified in the ITB Documents and the Contract. The terms "Project" and "Work" may be used interchangeably throughout the documents.

A-21. PROJECT MANAGER

The agency employee in overall charge of the planning, monitoring, and execution of the Project.

A-22. RESPONSIVE BID

A bid that constitutes a definite, firm, unqualified and unconditional offer to meet all of the material terms of this solicitation. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this solicitation and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

A-23. SUBSTANTIAL COMPLETION

The degree of completion of the Work, as set forth in Contract Documents, such that the Commission can legally occupy or utilize the work or designated portions thereof for its intended purpose, and for which a Certificate of Substantial Completion may be properly issued to establish acceptance of the Work, in whole or in part, with qualifications for items of a non-critical nature to be completed or corrected. The Certificate so issued will establish a date for the Department's occupancy or use of that portion of the Work deemed to be Substantially Complete. The Certificate of Substantial Completion for the entire Project shall establish the date(s) for the commencement of Guaranties or Warranties.

A-24. WORK

The construction and services required by the Contract Documents, including all labor, materials, equipment, permits, licenses, insurance, and services (except for design services) as indicated or required in the Contract to be provided by the Contractor. The Work may constitute all or a part of the Project.

SECTION B. CONDITIONS FOR SUBMITTING A BID

B-1. PREQUALIFICATION TO SUBMIT A BID

Bidder qualification requirements and procedures are established by Rule 60D-5, Florida Administrative Code (F.A.C.), and by the Bidding Documents. Failure of the bidder to strictly meet and follow all such requirements and procedures may result in bid rejection.

Mandatory Prequalification Requirements

Bidders who are regulated under Chapter 399, 455, 489, or 633, Florida Statutes (F.S.), will be prequalified to bid in that specific field of construction. **For initial prequalification requests with the Commission, or if a current prequalification is being amended or expiring, please submit the two documents below to FWCprequalification@myfwc.com:**

- i. Current State Contractor license certification or registration as required under Florida Statutes
- ii. Current Corporate Charter registration if the potential bidder is a domestic (Florida) corporation, or if the potential bidder is a foreign (non-Florida) corporation, or a limited partnership or limited liability company, with a current registration with the Florida Department of State.

PLEASE NOTE:

Evidence of the above requirements for prequalification shall be provided to the Commission before the bid due/opening date and time. Submission in the sealed bid is considered timely.

If not currently prequalified, the required items listed must be included in the sealed bid. If an error is present in the prequalification documentation submitted in the sealed bid, there will be no opportunity to correct the deficiency for this bid.

If an error is present in the prequalification documentation, the bidder will be permitted to correct prequalification deficiencies. However, corrections must be received no later than 120 hours prior to a bid opening date and time that the bidder wishes to participate in.

Failure to prequalify may result in disqualification of a bid.

Other Prequalification Requirements

Additional prequalification may be requested for projects that require a contractor with specific expertise and experience. These requirements may be set forth in the Supplementary Terms and Conditions or may be required through pre-bid conferences by the Agency or the Architect-Engineer.

Each Bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489, 607, 617, 620 or 633 of the Florida Statutes, for licensure must hold a valid current license as required by the Statute. If the Bidder is a corporation for and not for profit, Limited Liability Company (LLC), Limited Partnership (LP), including Limited Liability Limited Partnership (LLLP), or an organization doing business under a fictitious name (DBA), it must also be properly registered with the State of Florida, Department of State, [Division of Corporations](#).

For questions concerning prequalification, please contact the Procurement Manager listed on the MyFloridaMarketPlace Vendor Information Portal (MFMP VIP).

B-2. FAMILIARITY AND COMPLIANCE WITH LAWS

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

B-3. FLORIDA PRODUCTS AND LABOR

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

B-4. PERMITS

Unless stated otherwise in the bid documents, the Bidder will be obligated to identify and obtain all necessary permits for the Project. Bidders shall include the cost of all such permits in its Bid.

B-5. TAXES

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

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

Owner is not subject to:

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

In every case of a purchase of materials to be incorporated in the work, which are subject to Federal Excise Tax, Owner will furnish to contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and Federal Excise Tax separately. Bidder shall take these factors into consideration in preparing its bid, including therein the cost of the State Sales Tax and Use Tax on materials, but excluding the cost of those taxes not applicable.

B-6. ALTERNATES

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

B-7. ADDENDA

In case the Owner finds it expedient to supplement, modify or interpret any portion of the Solicitation Documents during the solicitation period, such procedure will be accomplished by the issuance of written Addenda to the Solicitation Documents, which will be posted to: <https://vendor.myfloridamarketplace.com>. Each Bidder is responsible for monitoring the MFMP Vendor Information Portal site for new or changing information relative to this procurement. The Commission bears no responsibility for any delays, or

resulting impacts, associated with a Bidder's failure to obtain the information made available through the MFMP Vendor Information Portal.

B-8. INTERPRETATION OF ITB DOCUMENTS

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

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

B-9. EXAMINATION OF ITB DOCUMENTS AND WORKSITE

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

B-10. BASIS FOR BIDS - TRADE NAMES

For clarity of description and as a standard of comparison, certain equipment, materials, etc., may have been specified by trade names or manufacturers. To ensure a uniform basis for negotiation, the Bidder shall base its Bid on the particular system, equipment or material specified. After contract award, other equipment materials, etc., as 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.

B-11. BID GUARANTEE

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

The bid bond may be a Cashier's check, Official bank check, Money Order or Bid Bond made payable to Owner. If a bid bond is submitted, it must be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety Company issuing the Bond and the Power of Attorney must be attached to the Bid Bond. Such check or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder **(a) will not withdraw its bid for sixty (60) days after the scheduled date of opening of the bids;** (b) will enter into a written contract with Owner in accordance with the form of Contract attached as **EXHIBIT 1** within five (5) calendar days after receiving the executable copies, and (c) will diligently pursue the required Performance Bond and Labor and Material Payment Bond and provide such bonds within ten (10) calendar days after receiving the Contract. In the event Bidder fails to perform as described in the preceding sentence, the Bidder shall be liable to Owner for the full amount of the bid guarantee as representing the damage to Owner on account of the default.

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

B-12. SURETY COMPANIES ACCEPTABLE TO STATE

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

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

Further, the Surety Company shall not expose itself to loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

- a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk. The 10% maximum exposure requirement shall not apply to the reinsuring carrier provided authorization by the Florida Office of Insurance Regulation to do business in this state has been obtained.
- b. 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 also be deducted in determining the limitation of the risk.

B-13. PREPARATION AND SUBMISSION OF BIDS

Each Bidder shall submit a bid using the **Bid Form (EXHIBIT 2)** supplied by the Owner to indicate bid pricing for the Base Bid and any alternates.

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

Sealed Bid: In response to an Invitation to Bid (ITB), a sealed bid is the final submission of a bid from a vendor prior to the bid deadline, after which no further submissions will be considered.

Each bid should show the full business address of the Bidder and state whether it is an individual, corporation or partnership. The bid shall be submitted in a sealed envelope and must be received by the Owner prior to the time, and at the place, of the public opening specified in the ITB Documents. The envelope must be clearly marked on its face as follows:

"SEALED BID - BID NO. FWC 25/26-105C"

B-14. LISTING OF SUBCONTRACTORS

In order that Owner may be assured that only qualified and competent subcontractors will be employed on the Project, each Bidder shall submit with its Bid a **list of the subcontractors (EXHIBIT 3)** who will perform

the work for each Division of the Specifications utilizing the form supplied by Owner. The Bidder shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by this Contract and is qualified both technically and financially to perform that pertinent phase of this work for which he is listed. Only one subcontractor shall be listed for each phase of the work.

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

Note: The bidder shall provide the required information on the list of the subcontractors (EXHIBIT 3) for each subcontractor who will perform the phases of the work indicated. Failure to supply sufficient information for verification of the subcontractor(s) may deem the bid as being non-responsive. Indicate N/A if field is not relevant.

B-15. REFERENCES

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers, and email addresses shall be included on **EXHIBIT 4** with the bid package. See references form for more detail.

B-16. EXPERIENCE QUESTIONNAIRE AND FINANCIAL INFORMATION

On all projects, the Bidder shall submit the **Experience Questionnaire, Financial Information, & Project Supervision (EXHIBIT 5)** with its bid. Bidder represents and warrants that any information provided regarding their firm's experience and financial information to qualify for award of this Contract is accurate and correct.

The Bidder's financial information must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform this project as follows: The value of liquid assets must be no less than five percent (5%) 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.

On projects where the base bid and sum of all alternates equals or exceeds \$500,000.00, the contractor must have successfully completed no less than two projects of similar size and complexity within the last three years.

The bidder understands and agrees that materially inaccurate information may result in termination of the Contract at Owner's option. Owner shall have wide discretion to determine whether the Bidder's experience and financial condition are adequate for the Project.

B-17. CONTRACTOR'S SUPERVISION OF PROJECT

If the Contract Sum equals or exceeds \$500,000 the contractor must agree to provide field (on-site) supervision (through a named superintendent) for all trade subcontractors on the project. In addition, the contractor shall assign and name a supervisory employee to provide scheduling direction to the entire project. Supervisory employees (including field superintendents, foreman 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. The bidder shall include this information on the **Experience Questionnaire, Financial Information, & Project Supervision (EXHIBIT 5)** and shall include a resume of experience for each of those proposed supervisory employees. Contractor shall not change the principals or supervisory personnel without the written consent of Owner.

B-18. CONTRACTOR'S WORK FORCE

If the Contract Sum equals or exceeds \$500,000, Contractor will perform no less than 15% of the management and construction work utilizing its own employees.

B-19. ESTABLISHMENT OF A LOCAL OFFICE

Unless waived by the Agency for good cause, on projects equal to or greater than \$200,000.00, Bidder must agree to establish or have an active office, or an ongoing project, located within 300 road miles of the Project site.

B-20. WITHDRAWAL OF BIDS

Bidders may submit a written request to withdraw or replace a Bid by emailing the Procurement Manager prior to the date and time of the bid opening. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

B-21. REJECTION OF BIDDERS

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

B-22. RECEIPT AND OPENING OF BIDS

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

B-23. LITIGATION, ADMINISTRATIVE PROCEEDING, OR ALTERNATE DISPUTE RESOLUTION

Each Bidder submitting a response understands, confirms, and certifies that the Bidder and Associated Business Entity are not currently a party to any litigation, administrative proceeding, or alternative dispute resolution that is adverse to the Owner regarding interpretation of the terms of the Owner's Agreement for Construction Contract and incorporated Conditions. Bidders that are a party to such litigation, administrative proceeding, or alternative dispute resolution will be deemed to have a conflict of interest with the Owner and, therefore, not responsive. Further, the Owner will not enter a contract for construction with any party who subsequently enters into any litigation, administrative proceeding, or alternative dispute resolution that is adverse to the Owner, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

B-24. DISQUALIFICATION OF BIDS

Any or all Bids 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 bids for the same work. Falsification of any entry made on the Bid will be deemed a material bid deviation and will be grounds for rejection.

B-25. REJECTION OF BIDS

Owner reserves the right to reject any and all bids under any of the circumstances prescribed in Rule 60D-5.0071, Florida Administrative Code (F.A.C.), or if the low qualified bid exceeds the Project construction budget. If all bids are rejected, Owner may rebid the Project or proceed in any other manner to commence work on the Project as authorized by law.

B-26. DETERMINATION OF SUCCESSFUL BIDDER

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

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

The Commission shall only consider responsible companies. Responsible companies are those that have, in the sole judgment of the Commission, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Commission may also consider references and quality to determine the responsibility of the bid. The Commission reserves the right to use any information, whether supplied through the Bidder's submission or otherwise obtained, in determining responsibility.

B-27. NOTICE AND PROTEST PROCEDURES

a. Notification

1. Bid Solicitation: Owner shall provide notice of its decision or intended decision concerning the terms of an ITB by distribution of ITB Documents.
2. Contract Award: Notice of a decision or intended decision on contract award or Bid rejection shall be given by electronic posting. The posted bid results will remain posted for a period of seventy-two (72) hours, not including weekends or State holidays.

b. Protest

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

c. Owner Action

1. Upon receipt of a protest that has been timely filed, Owner shall delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless Owner sets forth in writing particular facts and circumstances which

require the continuation of the solicitation process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare; provided, however, that if the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.

2. Upon receipt of the formal written protest petition which has been timely filed, Owner shall attempt to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturday, Sunday and legal State holidays.
3. If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, Owner may designate a Hearing Officer who shall conduct an informal proceeding pursuant to Section 120.57(2), F.S. The qualifications of such designated Hearing Officer shall be: (i) a member in good standing of The Florida Bar; or (ii). a person knowledgeable by virtue of practical experience of the procedures relating to soliciting and evaluating Bids for state contracts. Notice of informal proceedings shall be given no less than three days prior to the proceeding.
4. If the protest is not resolved by mutual agreement within said seven (7) days and if there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings of Department of Administration, State of Florida, for proceedings under Section 120.57(1), F.S.

B-28. REQUIREMENTS FOR CONTRACT AWARD

Prior to being awarded a contract, a low Bidder will be required to satisfy the qualification requirements established in Rule 60D-5, F.A.C. Failure to strictly meet and follow all such requirements may result in disqualification for contract award.

The low responsive Bidder must provide to Owner the following:

1. Within two (2) working days after notification via posting of the agency intended decision of low bid, evidence of Bidder's ability to provide the necessary performance and payment bonds for the project by providing a letter of intent from a surety company meeting the requirements of B-12 titled: the Surety Companies Acceptable to the State section above.
2. After posting of the agency intended decision and prior to entering the Contract, evidence of insurance in effect, equal to or exceeding the limits required in the Contract Documents.

Owner will have fourteen (14) days from receipt of each document to determine whether the Bidder is qualified for the contract award. Should the Bidder be disqualified, its bid will be rejected and the Bidder submitting the next low responsive and responsible bid will be given seven (7) working days to submit its qualification data.

Other requirements may be set forth in the Supplementary Terms and Conditions.

SECTION C. CONTRACT CONDITIONS

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

Contractor shall furnish the Owner's Contract/Project Manager with a 100% Performance Bond and 100% Labor and Material Payment Bond for any contracts in excess of \$100,000 and shall be written by a Surety Company acceptable to Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond and Labor and Material Payment Bond. The bonds shall be substantially in the form shown in **EXHIBITS 6 and 7**.

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

C-2. EXECUTION OF CONTRACT AND BONDS

Contractor shall sign and return the Contract within five (5) calendar days of receipt. Failure to return the signed Contract within five (5) calendar days of receipt, without an extension by Owner otherwise, may constitute an irregularity and deemed grounds, at Owner's option, for rejection and forfeiture of the Bid Deposit or at Owner's option, for the deduction on a day-for-day basis from the time allotted for final completion of the work under the Contract.

Execution of Contract

- If Contractor is a corporation, the Contract shall be executed in the name of the entity by a duly authorized officer and shall bear the corporate seal. It may be signed for the corporation by the President and attested by the Secretary; if signed for the Corporation by any other officer than the President, the signature of such officer signing shall be attested by the Secretary, and the executed agreement shall be accompanied by a duly authenticated document bearing the seal of the corporation, quoting the section of the by-laws of the corporation authorizing the Board of Directors to designate such officer and copy of the resolution designating and authorizing him to execute on behalf of the corporation. That document must contain a statement that the authority is in effect on the date of the execution of the contract and may not be dated earlier than the date of the execution of the Contract. The same officer may not execute the Contract and authenticate the document of authority.
- If the Contractor is a limited liability company (LLC), the Contract shall be executed by a managing member or manager of the company.
- If the Contractor is a firm or Company owned by an individual, the agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor.
- If Contractor is a partnership, the Contract shall be executed in the name of the partnership by a general or managing partner.

Execution of Performance Bond and Labor and Material Payment Bond

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

C-3. INSURANCE

During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract.

The Contractor shall not make any change to, or cancel, any insurance coverage without the Commission's prior approval. Should any cancellation occur, and new coverage is not immediately obtained, the Commission shall have the right to suspend the Work until such coverage is obtained; the Commission shall not be deemed to cause any delay or incur any or cost for such suspension.

The Contractor and Subcontractor shall purchase and maintain such Insurance from a company or companies licensed to do business in the State of Florida.

All insurance certificates shall meet the following requirements:

1. The Certificates shall provide that the Florida Fish and Wildlife Conservation Commission, 1875 Orange Ave. E., Tallahassee, FL 32311, are additional insureds for the purposes of general liability and automobile liability for the Contract Term and shall reference the solicitation number.
2. Evidence of insurance shall include the telephone number, name, and address of the insurance agent, the policy of insurance and all required endorsements.
3. No endorsement shall impose limitations on, or provide for exclusions from, the coverage provided to the Commission that differs from the coverage provided to the primary named insured under the respective policy of insurance.
4. All insurance required under the Contract shall be primary and in favor of the Commission without any joint coverage requirements or co-primary requirements.
5. In the event applicable law requires that any such insurance be co-primary, the Contractor agrees to obtain and pay for a specific endorsement naming all of its insurance as primary and applicable insurance of the Commission as secondary.
6. Policies of insurance providing the coverages required under the Contract shall contain a provision prohibiting the cancellation or modification of such insurance without thirty (30) days' prior written notice to the Commission and the Contractor's surety.

Workers Compensation

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all

of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

General Liability Insurance

Unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Contract, the Contractor shall provide reasonable and adequate Commercial General Liability Insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

The Contractor shall maintain during the life of this Contract Commercial General Liability for damages because of bodily injury or property damage that may arise from operation under this Contract whether such operations are by Contractor or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

Contractor's Commercial General Liability Coverage including Bodily Injury/Property Damage, Personal Injury, Advertising Injury, Products & Completed Operations: \$1,000,000, Each Occurrence \$2,000,000, General Aggregate.

Automobile Liability Coverage

The Contractor shall take out and maintain during the life of this Agreement Commercial Automobile Liability for damages because of bodily injury or property damage that may arise from operation under this Agreement whether such operations are by Contractor or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

Bodily Injury & Property Damage, including hired and non-owned \$1,000,000, Combined Single Limit. Coverage shall apply on an occurrence basis.

Insurance Required for Performance

During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract.

If applicable, the Contractor shall secure and maintain during the life of this Agreement a "Builder's Risk Policy," All Risks Form, issued on a completed valued basis. Installation Floaters and other Inland Marine Forms may be utilized where applicable and are in the best interest of the State of Florida. All Builder's Risk insurance shall include windstorm coverage, and flood coverage where applicable. Longshoremen's and Harbormaster's Insurance and Jones Act insurance in an amount sufficient to cover Contractor's forces shall be secured, if applicable. Project specific insurance requirements are located in the Supplementary Terms and Conditions.

Exclusion of the Commission from Liability

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

from the Commission to compensate for such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons or entities other than the Commission.

Indemnification Rider

The Contractor's Liability Policy(ies) shall provide an indemnification and a waiver of subrogation or hold harmless rider to cover the indemnification and hold harmless agreement required under the Contract.

Written Verification of Insurance

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

Loss Deductible Clause

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

C-4. SCHEDULE OF CONTRACT VALUES

The Contractor shall, within ten (10) calendar days from date of Contract, submit to the Contract/Project Manager for approval one copy of a **Schedule of Contract Values (EXHIBIT 15)** which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by the Subcontractor item. The value of each item shall include a true proportionate amount of Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Contract.

C-5. NOTICE TO PROCEED WITH PERMITTING AND CONSTRUCTION

Once the Contract is fully executed, the Contractor will be given a notice to secure and pay for all required permits (**EXHIBIT 8**) from all agencies with jurisdiction over the area in which the Project is located and to pay all required connection fees from all agencies supplying utilities to the Project.

Special permits may be necessary before construction can start. 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.

Upon paying for all required connections and securing all necessary permits, the Contractor shall notify the Owner and the Notice to Proceed with Construction (**EXHIBIT 9**) will be issued.

C-6. PUBLIC NOTICE

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

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

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

C-7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The work to be performed under the Contract shall (i) be commenced within ten (10) calendar days after date of Notice to Proceed with Construction; (ii) attain Substantial Completion by the time set forth in the “Supplementary Terms and Conditions” (the “Substantial Completion Date”), and (iii) be finally complete by the time set forth in the “Supplementary Terms and Conditions” (the “Final Completion Date”).

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

In the event of termination of the Contract by Owner prior to the Substantial Completion Date, Contractor shall be liable to Owner for the expenses for additional managerial and administrative services provided in the Termination or Suspension of the Contract section and for the per diem liquidated damages at the rate specified in the Contract:

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

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

If the Contractor fails to reach Final Completion by the contractually established Final Completion date, in addition to such other damages as may be shown to arise for causes other than delay, if any, the Contractor shall pay one-half of the amount of liquidated damages, not to exceed twenty percent of the Contract Price.

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

C-8. CONSTRUCTION SCHEDULES

Within ten (10) calendar days after the date of Owner's issuance of a Notice to Proceed with Construction, Contractor shall prepare and submit to the Owner a construction schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which Contractor proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity.

At least once each month, the Owner will determine whether the schedule developed and submitted by Contractor meets the requirements stated above and whether the progress of the work complies with Contractor's schedule. Contractor shall provide an updated schedule with each request for partial payment. Failure of Contractor to develop, submit and conform to a construction schedule as contemplated herein shall be sufficient grounds for the Owner to find Contractor in substantial default and certify that sufficient cause exists to terminate the Contract or to withhold any payment.

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

Should events occur during performance of the work necessary to complete the Project which would justify the granting to Contractor of an extension of the Contract Term, through execution of a Change Order, Contractor shall be entitled to receive only such an extension of the Contract Term as is determined by the Owner.

C-9. VERIFICATION OF OWNER'S SURVEY DATA

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

C-10. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in the Supplemental Terms and Conditions, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Contract, the Contractor shall request approval from the Owner, in writing, prior to use. Upon request by the Owner, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Owner will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating sUAS.

C-11. CONSTRUCTION SITE AND FACILITIES

Sanitary Provisions

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

Temporary Electric

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

Storage and Work Areas

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

Contractor's Field Offices

Trailers may be used for field offices.

Underground Utilities

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

Cleaning

Contractor shall keep the site and surrounding areas reasonably clean and free of trash at all times. At Substantial Completion, the entire area shall be thoroughly cleaned and shall be kept clean until Final Completion.

C-12. DRAWINGS, SPECIFICATIONS, ETC. – COPIES, CHANGES, OWNERSHIP

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

C-13. SHOP DRAWINGS

Shop drawings shall be submitted electronically, unless stated otherwise, for manufactured or fabricated materials as called for in the separate specification sections. Drawings shall be fully identified by project name, location, supplier's name, date, drawing number, specifications section reference, etc. Contractor shall submit, with such promptness as to cause no delay in its work, or in that or any other Contractor,

PDF copies (in addition to those copies necessary for its own requirements) of all shop drawings, and schedules, required for the work of the various trades, to the Owner for approval. Contractor shall make no deviation from the approved drawings, or the changes made thereto by the Owner, if any.

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

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

Shop drawings submitted to the Owner for approval shall first be checked and approved by Contractor. Shop drawings received without Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the Owner and marked in one of the following ways:

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

Submission and Approval of Shop Drawing & Sample Schedule

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

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

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

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

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

C-14. REFERENCE TO A.S.T.M. OR FEDERAL SPECIFICATIONS

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

C-15. MANUFACTURER'S SPECIFICATIONS

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

C-16. TESTS AND INSPECTIONS

Inspections

The Project may 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, fire safety and general building. Contractor shall make all permits, drawings, specifications, previous inspection reports, and change documents available to Code Inspectors. Contractor shall provide a copy of each inspection report to the Owner in a timely fashion.

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

Failure of such testing or inspection service to discover defects or deficiencies in the Contractor's Work, or the fact that such testing or inspection services provide information subsequently shown to be inaccurate or incorrect, shall not relieve the Contractor in any way from the proper performance of all of its obligations under the Contract.

Owner and/or the occupying state agency representatives may perform their own inspections upon reasonable notice. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

Testing

The Owner shall designate the tests which shall be made, and the Contractor shall not obligate the Owner for tests without approval.

Certain tests are required as part of the Contract and shall be paid for by Contractor. The types of tests may include, but are not limited to:

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

2. If Contractor proposes substitute materials or equipment, Contractor shall pay for all tests requested by the Owner to ensure the specification requirements are satisfied;
3. If materials or workmanship are used which fail to meet specification requirements Contractor shall pay the costs of all coring or other tests deemed necessary by the Owner to determine the safety or suitability of the material or element
4. The Contractor shall pay for all testing costs, including but not limited to; power, fuel, equipment and systems for proper operation such as electrical, plumbing, heating ventilation, air conditioning, elevator, dumbwaiters and conveyors, etc.

Additional Inspections and Testing

If it is determined that additional inspections, testing, or approvals are needed, it is the responsibility of the Contractor to schedule those required, and to give timely notice to the Owner of when and where the additional inspections shall take place. The entity performing such inspections, tests, or approvals must be acceptable to the Owner. The Contractor shall bear all costs associated with said inspections, tests, approvals, and replacement of Work unless otherwise specified in writing by the Owner.

Uncovering and Correction of Work

If any portion of the work is completed prior to the required inspections, testing or approvals, the Contractor shall uncover the Work for proper examination at no cost to the Owner. If such inspections or tests determine any portion of the Work does not meet the requirements of the Contract, the Contractor shall correct the work at no expense to the Owner and shall not be grounds for an adjustment to the Contract Term.

C-17. APPROVAL OF MATERIALS

A list of all materials, equipment, etc., together with manufacturer's drawings and catalog information shall be submitted to the Owner for approval prior to ordering material or equipment but not later than fifteen (15) calendar days after receipt of Notice to Proceed with Construction. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Owner to determine whether same meets specifications. The Owner's approval will not relieve Contractor of the responsibility for performance of any terms of the Contract.

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

C-18. SUBSTITUTIONS

Substitutions for a specified system, product or material may be requested of the Owner and the Owner's written approval must be obtained before substitutions will be allowed.

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

C-19. PROHIBITED MATERIALS

If the Work involves renovation or demolition of facilities, including, but not limited to, structures, installations, and buildings, an asbestos survey will be provided by the Owner to the Contractor. When the survey shows the presence of asbestos-containing materials, the Contractor shall dispose of all materials as required by law.

Chromated Copper Arsenate or CCA is a pesticide commonly applied to the pressure treated wood (green tinged) used in construction. No CCA treated wood shall be used for Commission construction projects unless otherwise stated in the Technical Specifications.

Paint containing lead is prohibited.

Per Section 255.40, F.S., the use of asbestos or asbestos-based fiber materials is prohibited in any buildings, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.

Certificate of Specification — No Prohibited Hazardous Materials

Contractor shall provide a completed copy of **Certificate of Specification — No Prohibited Hazardous Materials (EXHIBIT 10)** with the final pay request.

C-20. HISTORIC PRESERVATION, ARCHAEOLOGICAL MONITORING

If the Project is located within a state designated landmark or landmark zone, or if the Owner is aware of any materials or facilities with historic, cultural, or archaeological significance on or near the Project Site, the Owner shall inform the Contractor of those facts.

If there are any such zones or materials, the Contractor shall be responsible for complying with all Division of Historical Resources (DHR) rules and permit requirements, including, but not limited to, filing any required notices of scheduled activities, such as digging in a designated state archaeological landmark or landmark zone. (The issuance of such permits is governed by the provisions of Chapter 267, Florida Statutes.)

If at any time the Contractor or its Subcontractors become aware of any archaeological materials (human remains, bones, pottery, arrowheads, building foundations, or other artifacts), the Contractor shall stop work and immediately notify the Owner.

If required by the Owner, the Contractor shall employ and pay a professional archaeologist to monitor earth-disturbing activities caused by the project work.

C-21. CONSTRUCTION CLIMATE CONTROL

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

C-22. AS-BUILT DRAWINGS

As-Built Drawings shall be continuously updated in a clean, neat, legible manner **in red** and kept in good order by the Construction Contractor to accurately reflect ALL architectural, civil, electrical, plumbing, mechanical, fire protection, and security system changes that are made to adapt the Work to field conditions. This shall include all drawings, specifications, Addenda, Amendments, Change Orders, written interpretations, and clarifications issued by the Owner and the Permit Agencies, to include all evaluated samples and copies of all evaluated shop drawings.

Updating shall include recording all concealed and buried installations, accurately located as to depth and in relationship to not less than two (2) permanent features (e.g., interior or exterior wall faces) both inside and outside the project site, as well as piping, duct lines, conduit and utility service locations. Specifically for all civil (site) construction work, the Construction Contractor shall accurately record the locations,

dimensions, and elevations of those items which will subsequently be concealed or become inaccessible, i.e.: final site work grades, finish floor elevations, final invert pipe elevations, all permanent site improvements (e.g., pavement, sidewalks, fences, stormwater facilities, building footprints, etc.), and all site utility locations.

Upon Substantial Completion, this data shall be recorded to scale using AutoCAD, version 2016 or later. The AutoCAD design files will be furnished to the Contractor by the Owner. Each drawing shall be noted "As-Built" and, if applicable, shall bear the date and name of the subcontractors that performed the work. Contractor shall furnish true elevations and locations, all properly referenced by using the original benchmark used for this Project. Where the work was installed exactly as shown on the contract drawings, the sheets shall not be disturbed except as noted above.

Contractor shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. The files shall be submitted to the Owner in PDF and AutoCAD format when completed, together with two sets of black line prints for certification, at the time of final completion.

C-23. GUARANTEES AND OPERATING INSTRUCTIONS

Contractor shall provide instructions for the operation and maintenance of all HVAC, fire alarm, sprinkler, irrigation, computer, and other systems essential to efficient utilization. Cooperation of the on-site representative of Contractor shall be the responsibility of Contractor, whose representatives are to coordinate instructional activities with Owner and its personnel or agents.

All work performed by Contractor in completing the Project shall be guaranteed by Contractor against all defects resulting from the use of materials, equipment and workmanship for a period consistent with the Contract term.

Within the warranty period, the Contractor is responsible for repairs or changes if required in connection with the guaranteed work, which in the opinion of the Owner 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. Upon receipt of written notice from the Owner, the Contractor shall promptly proceed to correct all defects of guaranteed work to satisfactory condition in accordance with the Contract without expense to the Owner.

If the Contractor, after receipt of any such written notice, fails within seventy-two (72) hours to commence with performance of the work necessary to remedy all defects in the work described in such notice so as to provide Owner with the Project completed in accordance with all requirements of the Contract Documents, or fails to complete the performance of such remedial work within a reasonable time after commencing same, Owner shall be entitled to have such defective work remedied on the account of Contractor and its Surety, in which event, Contractor and its Surety shall be fully liable for all costs and expenses reasonably incurred by Owner in having such defective work remedied. Contractor shall be responsible for collecting, identifying, indexing, and collating the following materials from the subcontractors, and will deliver two (2) copies of the finished document to the Owner for review.

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

Subsequent to the time of Substantial Completion and receipt of As-Built, Operations and Maintenance Books but prior to the date of Final Completion, Contractor and/or Subcontractor shall provide a competent and experienced person (or persons) thoroughly familiar with the work for a reasonable period of time to instruct FWC personnel in operation and maintenance of equipment and control systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied.

C-24. CHANGES AND DELAYS IN THE WORK

During the course of the Contractor's performance under the Contract, certain events may occur which have the effect of changing the conditions, time, nature or extent of the work to be performed as specified in the Bidding Documents. The occurrence of these events may result in the issuance of a Change Order (**EXHIBIT 11**) and/or delays in the performance of work.

Change Orders

Change Orders may cause Contractor to incur greater or less cost and expense to perform the work than planned to be incurred in Contractor's successful bid, in which event Contractor or Owner shall respectively be entitled to either an increase or decrease in the Contract Sum to the extent such greater or less cost and expense results. The party entitled to the benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the first occurrence of such event(s), present written demand therefore on the other party. Should the Contractor and the Owner be unable to settle and dispose of such demand within thirty (30) calendar days from the date any such claim is presented, then such demand may be referred to mediation, per the Mediation of Contract Claims and Disputes section. The amount of any increase or decrease in the Contract Sum, and/or Contract Term, shall be governed and controlled by strict adherence to the following guidelines and limitations, and neither party shall receive any monetary consideration beyond that which is authorized below.

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

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

1. Labor costs shall be inclusive of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.
2. All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax, where applicable.
3. Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:
 - a. Overhead and profit for the Contractor shall be calculated at the rate of 15% of the labor, material, equipment and equipment rental costs, incurred or spared, as measured under the

preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of Contractor.

- b. Overhead and profit for the Contractor shall be calculated at the rate of 7.5% of the Contractor's subcontractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus an additional 15% of all such costs, for overhead and profit to the Contractor's subcontractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's subcontractors.
4. In addition, all adjustments to the Contract Sum resulting from a change in the work shall include all out-of-pocket expenses, incurred or spared, in performing the changes in the work for:
 - a. Paying the premiums required to obtain Performance Bonds and Labor and Material Payment Bonds called for by the Contract Documents. Upon execution/issuance of Change Order, the Contractor is required to effectuate changes to their Performance Bond and Labor and Material Payment Bond to maintain 100% coverage of the contract value;
 - b. Paying the fee(s) required for licenses or permits called for by changes in the work;
 - c. Paying for delivery of materials or equipment to the job site;
 - d. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
 - e. Paying for testing required by the changes in the work.

Delays

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

Delays Due to Rain or Unusually Severe Weather

For any delays due to rain or unusually severe weather, the Contractor shall notify the Commission within 24 hours, for each occurrence throughout the Contract Term. The Project Manager shall track rain days relative to the Construction Schedule. The Owner shall confirm the number of rain days for consideration in extending the Contract Term.

Inclement weather does not justify time extensions unless it can be established that such weather could not have been reasonably anticipated during the season and in the location of its occurrence. No contract time extension will be granted for normal rainfall. Time extensions will be granted for abnormal or unanticipated inclement weather with the execution of a Change Order.

Normal rainfall will be determined from data obtained through the nearest rain gauge station monitored by the Florida Water Management District with jurisdiction in the Project area. Normal rainfall will be averaged over five years.

Limitation of Remedies

Contractor's remedies for delays in the progress of work under this Contract, or for any changes in such work, shall be limited to those provided in this Section. No provision of this Contract shall be construed as a waiver of sovereign immunity by Owner.

Emergency Change Orders

The term "emergency" means an unexpected turn of events that causes:

- a. An immediate danger to the public health or safety;
- b. An immediate danger of loss of public or private property; or
- c. An interruption in the delivery of an essential governmental service

EMERGENCY CHANGE ORDER PROCESS:

1. If the Contractor believes an emergency change order is necessary, pursuant to the definition provided above in A, B and/or C, the Contractor shall contact the Contract/Project Manager for verbal approval prior to proceeding with work to remedy the emergency.
 - a. The Contract/Project Manager shall contact the procurement manager immediately for notification and review of the emergency.
2. After providing verbal approval, the Contract/Project Manager will immediately send an email to the vendor documenting the verbal approval and requesting written documentation and a completed Exhibit 11 per #3 below.
 - a. Copy the procurement manager on the email.
3. The Contractor shall provide written documentation and a completed Exhibit 11 within 2 working days of remedying the emergency to the Contract/Project Manager with details regarding the work performed pursuant to 60D-5.0092(3), F.A.C. This can be by email.
4. The Contract/Project Manager will review all emergency documentation and determine if a change order should be issued or if further explanation or documentation is necessary.
 - a. If more information or documentation is needed, the Contractor shall provide it within two days of receiving the request.
5. Upon Commission approval, the Contract/Project Manager will prepare and route change order approval following standard procedures.

C-25. ELECTRONIC FUNDS TRANSFER

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

C-26. PROGRESS PAYMENTS

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

Based upon Application for Payment submitted to the Owner by Contractor, Owner shall make progress payments to Contractor against the account of the Contract Sum in accordance with the following:

1. Within forty (40) calendar days from Owner's receipt and acceptance of an Application of Payment, Owner shall pay, or cause to be paid to Contractor, up to 95% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the work, and up to 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. Owner may withhold retainage at a rate less than 5%, unless the contract amount is less than \$200,000 per 255.078, F.S. Owner may also incrementally reduce the rate of retainage pursuant to schedule provided for in contract, or release at any point all or a portion of any retainage withheld by the public entity which is attributable to the labor, services, or materials supplied by the contractor, or by one or more subcontractors or suppliers. Owner shall promptly make payment to Contractor, unless Owner has grounds, pursuant to Section 255.078(3), F.S., for withholding the payment of retainage. If Owner makes payment of retainage to Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.
2. Pay Requests shall be submitted on the Owner's Certificate of Partial Payment (Exhibit 13) no more frequently than once a month, unless otherwise specified in the Supplementary Terms and Conditions. The Contractor agrees that the Owner may modify, delete, or add forms and other documents required for Pay Requests, according to the needs of the Owner.

Pursuant to Section 215.422, F.S., the Owner shall process the Pay Requests in an expeditious manner, but, if necessary, under the circumstances, shall have up to **thirty (30) calendar days** to inspect the Work and approve the Pay Requests. The Owner shall have **twenty (20) additional calendar days** to request a warrant from the State of Florida Department of Financial Services for payment. Disputed portions of an Application for Payment shall be handled in accordance with the Mediation of Contract Claims and Disputes section.

Days are calculated from the date the Owner receives a proper and correct Pay Requests for construction services completed during the designated period. Pay Requests are deemed received when they are date-stamped by the Owner.

The Contractor acknowledges that Applications for Payment that the Owner must return for corrections, omissions, or other changes will result in delay of payment.

3. Contractor shall promptly pay each Subcontractor in accordance with Sections 255.0705-255.078, F.S., upon receipt of payment from Owner out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of such Subcontractor's work.
4. The Owner may, on request at its discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

5. Owner shall not 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.
6. No Certificate of Payment nor any progress payment shall constitute an acceptance of any work not in accordance with the Contract Documents.
7. These requirements may be modified if no bond is required. See the Execution of Contract and Bonds section.
8. Contractor shall request such compensation by submitting:
 - (a) a properly completed and notarized Owner's Certificate of Partial Payment on the form enclosed as **EXHIBIT 13**;
 - (b) a properly completed Subcontractor Minority Status Report on the form enclosed as **EXHIBIT 14**. This form must be submitted even if no minorities are reported;
 - (c) an updated Construction Schedule as described in the Construction Schedule section;
 - (d) a Schedule of Contract Values as described below.
9. The approved Schedule of Contract Values will accompany and support Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material as well as labor performed, and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.
10. The Schedule of Contract Values form approved by Owner will be used to present this and other pertinent information which will facilitate the checking and processing by Owner's representatives of Contractor's Application for Payment.
11. The Contractor shall not be eligible for any payment for any services rendered prior to complete execution of this Contract by all parties. The Contractor shall not be eligible for any payment prior to issuance of the Notice to Proceed with Construction, except that after execution of this Contract, the Contractor may submit a Pay Request for actual cost for insurance, indemnification riders, bonds, permits, impact fees, and utility payment fees, if such fees are allowed under the Contract.

C-27. FINAL PAYMENT

Contractor's application for final payment shall be submitted within thirty (30) calendar days of Final Completion and accompanied by the items listed in Final Pay Request Checklist (**EXHIBIT 16**).

C-28. LATE PAYMENT RIGHT

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

C-29. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

C-30. RETURN OR RECOUPMENT OF FUNDS

Overpayments to Contractor

Contractor shall return to the Commission, as applicable, any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by the Commission. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to the "Florida Fish and Wildlife Conservation Commission".

Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance

If Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and the Commission, Contractor will repay such cost or loss in full to the Commission within thirty (30) calendar days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

C-31. NOTICES AND CORRESPONDENCE

Any and all notices shall be delivered to the individuals identified in the executed Contract. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named.

C-32. STATE OBLIGATION TO PAY

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authorities as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf Commission or the State. The Commission's Contract Manager shall notify Contractor in writing at the earliest possible time if funds are not appropriated or available.

C-33. COMMISSION RIGHTS TO ASSIGN OR TRANSFER

Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

C-34. SUBCONTRACTORS

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

Authority

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Contract.

Contractor Payments to Subcontractor

The Contractor agrees to make payments to the subcontractor within ten (10) working days after receipt of full or partial payments from the Commission in accordance with Section 255.073, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within ten (10) working days will result in a penalty charged against Contractor and paid by the Contractor to the subcontractor interest at the rate of 2 percent per month.

Commission Right to Reject Subcontractor Employees

The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

Subcontractor as Independent Contractor

The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

C-35. SUBCONTRACTOR MINORITY STATUS REPORT

Contractor shall provide a **Subcontractor Minority Status Report (Exhibit 14)** to the Commission's Contract Manager, summarizing the participation of certified and non-certified woman-, veteran- and/or minority-owned business enterprise subcontractors/material suppliers for this Contract. The report shall be completed in its entirety and submitted with each invoice. The Contractor shall indicate "N/A" if the project does not utilize subcontractors. The [Office of Supplier Development](#) can assist in furnishing names of qualified woman-, veteran- and/or minority-owned business enterprises. Contact the Commission's Minority Coordinator at (850) 488-6551 with any questions.

C-36. TERMINATION OR SUSPENSION OF THE CONTRACT

This Contract may be unilaterally terminated by Owner for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by Contractor in conjunction with this Contract. In the event of termination due to the fault of others, Contractor shall be paid for services performed to termination date, including reimbursements then due plus terminal expense.

Commission Unilateral Termination

The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Termination – Fraud or Willful Misconduct

This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

Termination - Funds Unavailability

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

Termination – Other

The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Contractor of its intent to terminate the Contract for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Contract will be terminated for cause. At that time, the Commission will send a second notice to the Contractor noting that this Contract is being terminated for cause upon receipt of the notice and documenting the reasons this Contract is being terminated. The Commission reserves the right in its sole discretion, to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Contractor Discontinuation of Activities upon Termination Notice

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission.

Guarantees After Termination

If this Contract is terminated prior to substantial completion, the Contractor shall guarantee for one (1) year from the date of termination any work the Contractor performed and completed prior to termination. The guarantee shall cover against all defects resulting from the use of materials, equipment and workmanship. The Contractor's guarantee excludes remedies for damages or defects caused by abuse, modifications performed by someone other than the Contractor, improper or insufficient maintenance and operation, or normal wear, tear, or usage.

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

The obligations of this term survive termination of this Contract.

Suspension

The Commission may suspend, delay, or interrupt the Work for any of the following reasons:

- i. The Contractor fails to timely and properly correct deficiencies or faulty work.
- ii. The Contractor's insurer or surety notifies the Commission that any of its insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Commission before the cancellation date.
- iii. Contractor or its Subcontractor materially violate safety laws.
- iv. The Commission determines that there is a threat to the public health, safety, or welfare that necessitates such suspension.

The Commission shall not be liable to the Contractor or its Subcontractors for any costs caused by suspension of the Work under this section.

If the suspension is declared under number iv. listed above and is due to no fault of the Contractor or its Subcontractors, the Contractor's sole remedy shall be a Change Order extending the Contract Term.

C-37. MEDIATION OF CONTRACT CLAIMS AND DISPUTES

In the event of any claim or dispute arising by or between the Owner and the Contractor, each party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence.

This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida.

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

The parties have two weeks after notice to agree in writing upon a mediator.

If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorney's fees and expenses related to the mediation unless otherwise agreed.

Unless otherwise agreed by the parties in writing, mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule allows.

The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.

Any resolution achieved at mediation shall be set forth in a written settlement agreement.

The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Owner or the Contractor involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Work in accordance with the provisions of this Section.

C-38. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Contract, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

C-39. JURY TRIAL WAIVER

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

C-40. RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

C-41. NON-DISCRIMINATION

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

C-42. APPRENTICES

If Contractor employs apprentices on the Project, the behavior of Contractor and Owner shall be governed by the provisions of Chapter 446, F.S., and by applicable standards and policies governing apprentice

programs and agreements established by the Division of Workforce Development of the Department of Education, State of Florida. Contractor will include a provision similar to the foregoing sentence in each subcontract.

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

C-43. MANDATORY DISCLOSURE

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

Disclosure of Interested State Employees

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.

Convicted Vendors

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides [listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list](#).
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

Vendors on Scrutinized Companies List

Scrutinized Companies. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

Discriminatory Vendors

Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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." Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings

Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

C-44. CRIMINAL BACKGROUND CHECKS

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

Contractor is obligated to obtain and pay for each Criminal History Background Report ("Report"), which may be obtained through the Florida Department of Law Enforcement.

Prior to sending reports to FWC, and to maintain confidentiality, Contractor must redact all but the last four digits of the individual's social security number.

C-45. ELECTRONIC MAIL CAPABILITIES

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

C-46. EXCLUSION OF OWNER FROM LIABILITY

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

loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and/or entities other than Owner.

C-47. INDEMNIFICATION

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State the Commission and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. The Commission reserves the right to select its counsel.

C-48. NO THRID-PARTY RIGHTS

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

C-49. ASSIGNMENT OF ANTITRUST CLAIMS

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

C-50. EMPLOYMENT OF STATE RESIDENTS AND POSTING OF JOB OPENINGS

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

C-51. FLORIDA LUMBER

In accordance with F.S. 255.2575(4)(a) contractors must use lumber, timber, and other forest products manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species or if construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

C-52. CONTRACT-RELATED PROCUREMENT

PRIDE

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

RESPECT of Florida

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

Procurement of Recycled Products or Materials

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

C-53. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

C-54. MYFLORIDAMARKETPLACE VENDOR REGISTRATION

In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the [MyFloridaMarketPlace website](#). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

C-55. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Requirement to Use E-Verify

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

Enrollment in E-Verify

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

E-Verify Recordkeeping

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract.

Employment Eligibility Verification & Compliance

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

C-56. FEDERAL COMPLIANCE

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

Clean Air Act and Water Pollution Control Act

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

Lacey Act, 16 U.S.C 3371-3378

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884

This Act governs marine fisheries in Federal waters.

Migratory Bird Treaty Act, 16 U.S.C. 703-712

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

C-57. FEDERAL FUNDS

No federal funds are applied to this Contract, therefore, the following terms and conditions do not apply.

Prior Approval to Expend Federal Funds to Federal Agency or Employee

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

Compliance with Federal Funding Accountability and Transparency

Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

Prohibition of Unauthorized Aliens

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

Davis-Bacon Act

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

Copeland "Anti-Kickback Act"

- i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.
- ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

Rights to Inventions

If this Contract is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Contractor must comply with all requirements of 37 CFR Part 401.

Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) applies.

Debarment and Suspension Contractor Federal Certification

- i. This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part

3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors awarded \$100,000 or more in Federal funds shall file the required certification. Contractors shall file the required certification with the Commission Contract Manager five (5) business days after contract execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Commission.

Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this contract.
- ii. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Compliance with Office of Management and Budget Circulars

As applicable, Contractor shall comply with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

Drug Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

American Rescue Plan Act of 2021 (ARPA)

If this Contract relies on ARPA federal funds, then the following shall apply:

- i. Contractors shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the SAM.gov financial registration process to the Commission prior to Contract execution.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Contract for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.

- iii. All subcontractors, successors, or assignees to this Contract will be held to the same requirements as the original Parties to this Contract.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C-58. RENEGOTIATION UPON CHANGE IN LAW OR REGULATIONS

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

C-59. MEDIA REQUESTS

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Contractors will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

C-60. SPONSORSHIP

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in the Contract.

C-61. PROPERTY RIGHTS

Intellectual and Other Intangible Property

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Contract, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so.

C-62. PUBLIC RECORDS

- A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Contract may be unilaterally canceled by the Commission 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, unless exemption for such records is allowable under Florida law.
- C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
 - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

C-63. RECORD KEEPING REQUIREMENTS

Contractor Responsibilities

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

State Access to Contractor Books, Documents, Papers, and Records

The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Contractor Records Retention

Unless otherwise specified in the Contract, these records shall be maintained for ten (10) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<http://dos.myflorida.com/library-archives/records-management/general-records-schedules>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors

In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

C-64. SECURITY AND CONFIDENTIALITY

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in the Contract. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

C-65. PROHIBITION AGAINST USING CONTRACT FUNDS FOR THE PURPOSE OF LOBBYING

In accordance with Section 216.347, F.S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility.

C-66. COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to

the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

C-67. CONFLICTING TERMS: ORDER OF PRIORITY

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

- **Highest Priority:** Modifications
- **Second Priority:** Contract
- **Third Priority:** Addenda to Invitation to Bid - later date to take precedence
- **Fourth Priority:** Supplementary Terms and Conditions
- **Fifth Priority:** Drawings and Specifications
- **Sixth Priority:** General terms and Conditions
- **Seventh Priority:** Invitation to Bid

If there is a conflict within the Drawings, the figured dimensions shall govern over the scaled dimensions. Detailed Drawings shall govern over the general Drawings. Larger scale Drawings shall take precedence over smaller scale Drawings. Drawings shall govern over Shop Drawings. Whenever there is a conflict concerning quality or quantity between or among notes, specifications, dimensions, details, or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, or in all other instances not specifically noted above, Contractor shall provide the better quality or greater quantity of Work. Compliance with these priority conditions shall not justify any changes in the Work or any increase in the Contract Sum, unless any such compliance results in work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the Owner.

SUPPLEMENTARY TERMS AND CONDITIONS

1. Bids will be accepted from **Certified General or Building, contractors registered in Florida or Alachua County.**
 - (a) Bids will be accepted from licensed Contractors as listed above if the bid is in the individual's own name or a fictitious name where the individual is doing business as a sole proprietorship.
 - (b) If the bidder is a business organization, including any partnership, corporation, business trust, or other legal entity, or in any name other than the bidder's legal name or a fictitious name where the bidder is doing business as a sole proprietorship, the bidder must be an agent of a qualified construction business organization as required by F.S. 489.119(2).
 - (c) Please provide a copy of certification or registration with submittal of bid.
2. In accordance with the General Terms and Conditions, the Commission shall allow fourteen (14) calendar days from the time of this notice to secure and pay for those required permits and utility connections, if such permits or connection fees are required before construction can start.
3. Permits provided by the Commission:
 - (a) DHR: Dept of Historical Resources
 - (b) SRWMD: Suwannee River Management District
 - (c) DEP.OES Dept of Environmental Protect, Office of Environmental Services (Division of State Lands)
 - (d) FNAI: Florida Natural Areas Inventory
4. In accordance with the General Terms and Conditions, the number of days from Notice to Proceed with Construction to Substantial Completion shall be fifteen (15) calendar days and Final Completion shall be ten (10) calendar days thereafter
5. In accordance with the General Terms and Conditions, the Liquidated Damages amount for Substantial Completion is **\$100 per calendar day.**
6. Additional Insurance Requirements:
 - (a) Builder's Risk
7. The Contractor will provide all labor, materials, tools, transportation, supplies, permits, and supervision required to successfully complete the project in accordance with the specifications listed herein for each job. Contractor must maintain a work rate so that the project can be completed in a total of **25 working days**, assuming favorable weather conditions and excluding time to set up and demobilize. Work will not be permitted on weekends or during hunting seasons (dates will be provided upon award of contract). Contractor is responsible for obtaining all required permit or furnishing proof that no permits are required.
8. The bid price shall include mobilization and transportation of all necessary labor and equipment to and from the work site.
9. All project activities shall be scheduled with the FWC Project Manager, or his designee, to ensure access to the site and up to date information about **hunting**, other projects, or any additional

activities that may be taking place in the same area. The Contractor will have until **June 10, 2027**, to complete and invoice all parts of the project. Construction may be suspended for bad weather with the agreement and approval of the FWC Project Manager. Otherwise, work must begin on an agreed upon, specified date and proceed without interruption by working consecutive days until complete. The completion date may be extended at the discretion of the FWC Project Manager for circumstances out of the Contractor's control; however, the new completion date must be approved prior to the passing of the existing completion date.

10. The Contractor shall provide the FWC Project Manager with a work schedule specifying an estimated completion date. The FWC Project Manager must be notified at least five days before work commences on site.
11. **Equipment and Personnel Requirements:** The Contractor shall provide sufficient personnel and equipment to complete the project in the time allowed. The Contractor shall provide all labor, materials, equipment, and support items required for the satisfactory completion of this project. If upfront payment is necessary for any of the aforementioned items, including the pre-manufactured building, the Contractor shall be responsible for that payment. Contractor is also responsible for any necessary preparation of the designated job site.
12. A competent foreman shall be designated in writing by the Contractor and will remain at the work site during project operations. If the Contractor is using laborers who do not speak the English language, the Contractor shall provide a crew foreman that is fluent in both the English language and the language of the crew. Failure to meet the required equipment and personnel specifications shall result in rejection of the bid or cancellation of the Contract.
13. Operations cannot stop for a period longer than 48 consecutive hours without the approval of the FWC Project Manager. Personnel problems must be resolved to ensure delays are minimized. If adverse weather is a problem, the Contractor must restart work within 24 hours of the inclement weather passing.
14. The FWC Project Manager reserves the right to inspect equipment prior to initiation of work. All equipment must be thoroughly cleaned each day, offsite, prior to work on project site to prevent contamination of the site with exotic or invasive species.
15. Any item not specifically listed as an additional item is considered part of the scope of work.
16. Where compliance with two or more standards is specified, noted, or drawn for the same item or items, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent item or items may be required without additional cost to the owner. All such conflicts are to be referred to the owner for a final determination as what will be required before proceeding with the work in question.
17. The Contractor's general work hours should be limited to the following, unless approved by FWC Project Manager: 8:00am to 6:00pm, Monday – Friday
18. Contractor to take a video prior to construction of current site conditions and provide to the FWC project manager in electronic format
19. Storage and staging area will need to be approved by FWC Project Manager prior to setup and construction. Contractor is responsible for security and safety of materials and equipment on site. The road leading to the project site is accessible by locked gate only, but FWC cannot guarantee safety of equipment, and assumes no liability of risk associated with leaving equipment and/or materials on site for the duration of the project. The Contractor must stage equipment and materials in a way that allows full access of vehicular traffic to and from the site by others during construction.

20. **Disposal of Debris/Litter:** All Contractor-generated debris or litter shall be removed from project sites and disposed of properly by the Contractor daily. The Contractor shall remove all extraneous materials, equipment, and litter associated with the project from the area before final payment is awarded. It is the responsibility of the Contractor to see that the area is cleaned upon completion of the project and leave the project and surrounding areas in the same condition as provided by the Agency. Contractor will be responsible for damage or destruction to state-owned, leased, or managed property or equipment caused by the contractor's employees or subcontractors. This includes damage to any access roadways and any existing culverts, gates, equipment, trees, native vegetation, wildlife, or other natural resources.
21. **Protection of Faunal Species:** The Contractor shall use every precaution necessary to prevent the disturbance, harassment, or death of wildlife encountered on state-managed lands. The willful killing of any animal species (i.e. birds, mammals, **snakes**) while working on state lands will not be tolerated. Violations will void the Contract, and the Contractor may be subject to prosecution under appropriate wildlife laws. **Please note:** gopher tortoise burrows must be given a 25' berth in any direction. All known burrows in and around the project area will be flagged prior to the beginning of the project.
22. Payment will be based upon the completion of the Project, in accordance with the specifications contained herein, to be determined by the FWC Project Manager or his designee. Any questions shall be resolved with the FWC Project Manager before the Contractor commences operations.
23. Payment will only be made at the successful completion of the Project and after the work has been verified and performed to the satisfaction of the FWC Project Manager. For final payment, a detailed invoice of services provided must be submitted by the Vendor to the FWC Project Manager for approval and authorization of payment.
24. Contractor is responsible for completing and submitting the FWC weekly construction log to FWC project manager.
25. Additional items to be submitted with the **final** payment request:
- (a) The Contractor shall supply the Commission with an electronic copy of As-Built Drawings in AutoCAD 2016 as well as a copy signed and sealed by a Florida Licensed Surveyor upon satisfactory completion of the Project and prior to **final** payment.

EXHIBIT 1: SAMPLE CONSTRUCTION CONTRACT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. #

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," "FWC," or "Owner," and **Contractor Name**, **Contractor FEID**, whose address is **Contractor Address**, hereinafter "Contractor," collectively, "Parties".

PROJECT NAME & LOCATION:

The Owner and the Contractor agree as set forth below.

ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, the Contractor's Bid, the Solicitation Documents for FWC 25/26-105C (including, but not limited to, Invitation to Bid, Terms and Conditions, Drawings, Specifications, and all Addenda issued prior to execution of this Contract) and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. A list of the drawings, specifications and addenda is as follows:

DRAWINGS:

Number of Pages: _____

Drawings Prepared By: _____

SPECIFICATIONS:

Project Title: _____

Specifications Prepared By: _____

ADDENDA:

(Contract Manager to list the number(s), date and number of pages for each addendum)

ARTICLE 2. THE WORK

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

Add a description of base bid and any alternates.

ARTICLE 3. CONTRACT SUM

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

(Fill in the amount of the contract in alphabetical terms, followed by the amount in numerical terms.)

ARTICLE 4. CONTRACT TERM

The Contract shall be effective upon signing of this Contract by all parties, and its term shall end twelve months after Substantial Completion of all Work.

ARTICLE 5. CONTRACT MANAGERS:

CONTRACTOR'S CONTRACT MANAGER CONTACT INFORMATION:

Name
Title
Facility
Street Address
City, State and Zip
Telephone
Email

COMMISSION'S CONTRACT MANAGER CONTACT INFORMATION:

Name
Title
Facility
Street Address
City, State and Zip
Telephone
Email

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SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

Contractor Execution Signature	Commission Execution Signature
Click to enter contractor	Florida Fish and Wildlife Conservation Commission
Contractor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Invitation to Bid
- Attachment B, Terms and Conditions
- Attachment C,

EXHIBIT 2: BID FORM

The Commission objects to and shall not consider any additional terms or conditions submitted by a Contractor, including any appearing in documents attached as part of a Contractor's response. Contractor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect on the Contract Documents contained herein. Failure to comply with Contract Documents, including those specifying information that must be submitted with a bid, may be grounds for rejecting a bid.

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized themselves with the local conditions, nature and extent of the work, and having examined carefully the Contract documents, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of **Watermelon Pond WEA Pole Barn in Alachua County (FWC 25/26-105C)** at **29.563439°, -82.610835°**, in full accordance with all plans and specifications, for the following bid price:

Base Bid: The provision, installation, and erection of a pre-manufactured 5-bay pole barn, with concrete slab, on site at Watermelon Pond WEA in accordance with all plans and specifications

Total Bid Price: \$ _____

The Bidder hereby agrees that:

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

In the event the contract is awarded to this Bidder, he will enter into a formal written Contract with the Owner in accordance with the accepted bid within five (5) calendar days after said contract is submitted to him and, if applicable, will furnish to the Owner a Contract Performance Bond and a Labor and Material Payment Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid, the form of which is shown by **EXHIBITS 6 AND 7** of the Conditions of the Contract and terms of which shall fully comply with Section 255.05, Florida Statutes. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this bid, the said bid deposit shall be forfeited as liquidated damages.

☐ **If bid amount is equal to or greater than \$200,000 and Bidder is regulated under Chapter 399, 455, 489, or 633, Florida Statutes (F.S.):** Bidder confirms they have been PreQualified by the Florida Fish & Wildlife Conservation Commission per Section B-1 titled PreQualification to Submit a Bid.

☐ **If bid amount is equal to or greater than \$200,000 and Bidder is not regulated under Chapter 399, 455, 489, or 633, Florida Statutes (F.S.):** Bidder confirms that they do not need to PreQualify.

Acknowledgement is hereby made that this bid includes required permit fees as directed in the section titled "Permits".

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

THE FOLLOWING FORMS OR DOCUMENTS SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THIS BID FORM. THE BID MAY BE REJECTED FOR FAILURE TO INCLUDE ALL THESE FORMS OR DOCUMENTS.

All submissions shall include:

1. Signed Bid Form (Exhibit 2)
2. List of Subcontractors (Exhibit 3)
3. References (Exhibit 4)
4. Bid Guarantee in the amount of 5% of the Bid, including Alternates (if bid amount is equal to or greater than \$100,000.00)
5. Form Experience Questionnaire, Financial Information, & Project Supervision (Exhibit 5).

In addition to the requirements above, if the bid amount is equal to or greater than \$200,000.00, the submission shall also include:

6. Bidder hereby agrees to establish or have an active office, or an ongoing project, which office or project is located within 300 road miles of the project site.

In addition to the requirements above, if the bid amount is equal to or greater than \$500,000.00, the submission shall also include:

7. Bidder hereby agrees to perform no less than 15% of the construction work utilizing its own employees.
8. Bidder must complete requirements of Item 15 in the Experience Questionnaire, Financial Information, & Project Supervision (Exhibit 5).
9. Bidder must provide proof, in its Experience Questionnaire, Financial Information, & Project Supervision (Exhibit 5), or attached to that form, that it has successfully completed no less than two (2) projects of similar size and complexity within the last three (3) years.

Florida Construction Industries Licensing Board Certification:

(Name of Holder)

(Certificate No.)

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

(SEAL)

Signature: _____

Print Name: _____

Title: _____

Company: _____

Physical Address: _____

Email: _____

Phone Number: _____

Federal Employee Identification Number (FEIN): _____

EXHIBIT 3: LIST OF SUBCONTRACTORS
INCLUDE WITH BID SUBMISSION

Business Name: _____

Street Address: _____

City, State and Zip: _____

THE BIDDER SHALL PROVIDE THE INFORMATION LISTED BELOW FOR EACH SUBCONTRACTOR WHO WILL PERFORM THE PHASES OF THE WORK INDICATED. FAILURE TO SUPPLY SUFFICIENT INFORMATION FOR VERIFICATION OF THE SUBCONTRACTOR(S) MAY DEEM THE BID AS BEING NON-RESPONSIVE. INDICATE N/A IF FIELD IS NOT RELEVANT.

SUBCONTRACT TYPE	NAME, ADDRESS, PHONE NUMBER, & EMAIL OF SUBCONTRACTOR	FL DIVISION OF CORPORATIONS REGISTRATION	DBPR LICENSE NUMBER	NAME OF LICENSE HOLDER	MINORITY BUSINESS (CBE CODE)

Signature: _____

Date: _____

Print Name: _____

EXHIBIT 4: REFERENCES

A minimum of three (3) separate and verifiable references, from persons or firms for whom the bidder has performed similar jobs as per the bid specifications shall be supplied with the bid. The same client may not be listed for more than one (1) reference, and no more than one (1) of the submitted references shall be related to a past project where staff necessary for the current project were unaffiliated with the bidder and/or employed by a different company. If providing an unaffiliated reference, enter the information in Reference 4 - Collective Experience. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. FWC staff will attempt to contact each selected reference by phone up to three (3) times. If any reference is not available as stated above, this may be cause for rejection of the Bidder's bid. Provide a description (scope of work) of each job.

REFERENCE #1

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

[illegible]

REFERENCE #2

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

[illegible]

REFERENCE #3

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

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REFERENCE #4 – COLLECTIVE EXPERIENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

Collective Experience Employee

First Name: _____ Last Name: _____

Previous Employer's Name: _____

Previous Position Title: _____

Project Dates for Work Performed (MM/YYYY): _____ to _____

Project Location: _____

Brief description of the services performed for the project:

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SAMPLE REFERENCE QUESTIONNAIRE

FWC 25/26-105C

REFERENCE:

Reference Organization Name: _____

Reference Contact: _____

Reference Phone Number _____

For Agency use ONLY, to be completed following the bid opening:

The following questions will be asked of the client reference, as chosen at the discretion of the Agency.

1. How well did the contractor adhere to the agreed upon schedule?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

2. How would you rate the contractor's overall quality of work?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

3. How would you rate the contractor's use of adequate personnel in quantity, experience and professionalism??

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

4. How would you rate the contractor's use of appropriate equipment and methods?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

FWC Staff Signature: _____

Date: _____

EXHIBIT 5: EXPERIENCE QUESTIONNAIRE, FINANCIAL INFORMATION, & PROJECT SUPERVISION

On all projects, the bidder must complete all items (1-15) below and attach a copy of its registration with the [Department of State, Division of Corporations](#) with their submission. If an item does not apply, mark it as N/A.

Item 1: Business Information

Name of business as registered with the [Department of State, Division of Corporations](#):

Address: _____

Contact Name: _____ Phone Number: _____ Email: _____

Length of time the organization has been in the construction business: _____

Number of years under present business name: _____

List previous business name(s) and the number of year(s) working under each name:

1.

2.

3.

Item 2: Business Structure

Indicate the business structure type.

Corporation ____ Limited Liability Company ____ Proprietorship ____ Partnership ____

If a Corporation, please provide the following:

Date of Incorporation: _____ State of Incorporation: _____

Name of Corporate Officers

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Item 3. Annual Construction Gross Revenue for Previous Five (5) Years

Year 1: \$ _____ Year 3: \$ _____ Year 5: \$ _____

Year 2: \$ _____ Year 4: \$ _____

Item 4. Current Bonding Capacity

Per Project Limit: _____

Per Aggregate Limit: _____

Item 5. Liquid Assets

Value of Liquid Assets: _____

Item 6. Personnel

List the number of personnel within your organization for the following:

Position	Current Number of Employees
Executive Administrators	
Preconstruction Managers and Estimators	
Construction Project Managers	
Field Superintendents and Foremen	
Other Field Construction Employees	
Administrative Assistants	
Total number of full-time personnel	

Item 7. Subsidiary or Affiliated Companies

List any subsidiary or affiliated companies in which Principal(s) have financial interest and list nature of business.

- 1.
- 2.
- 3.
- 4.
- 5.

Item 8. Construction Management

Attach a list of the construction management personnel, to include their position title, length of time with this business, and how long the employee has worked in construction.

Item 9. Timely Project Completion

Has the current organization or predecessor organization ever failed to complete a project within the past five (5) calendar years?

Yes _____ No _____

If yes, attach a list with the organization name and the reason for failure to complete the project(s).

Item 10. Litigation

Has the current organization ever been involved in litigation with a client within the past five (5) calendar years?

Yes _____ No _____

If yes, attach a list explaining the nature of the litigation and its current status.

Item 11. Recent Contracts

List the five (5) most recently completed contracts by the organization in the table below.

Owner of Project	Project Name	Project Location	Type of Construction	Original Contract Price	Final Contract Price	Commencement Date	Original Substantial Completion Date	Date of Substantial Completion (if different than originally set date)

*Answer Items 12 & 13 in reference to Item 11.

Item 12. Explain any differences in final contract price and/or scheduled completion dates.

Item 13. Were there any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed?

If so, list the name and location of the project and reason for bidding rejection.

Item 14. Provide information for the seven (7) largest dollar value contracts that are currently under construction.

Project Owner, Location, and Description	Design Professional	Total Contract Amount	Uncompleted Contract Amount	Scheduled Substantial Completion Date
TOTAL				

Item 15. If the bid amount is equal to or greater than \$500,000.00, provide the following information:

1. Named supervisory employee to provide scheduling direction to the entire project:

2. Include a list for each trade subcontractor to include the name of each field supervisor working on the project.
3. Include a resume of experience for each of those proposed supervisory employees listed above.

*Supervisory employees (including field superintendents, foreman and schedulers at all levels) must have been employed in a supervisory or leadership capacity of a substantially equivalent level on a similar project for at least two years within the last five years. This information should be demonstrated in each resume.

4. Has the Contractor successfully completed no less than two projects of similar size and complexity within the last three years?

Yes: _____ No: _____

Project Owner	Project Name and Location	Total Contract Amount	Project Description	Project Start/End Dates

CONTRACTOR NAME

AUTHORIZED SIGNATURE

EXHIBIT 6: PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENT THAT:

as Principal, hereinafter called Contractor, and,

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

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

WHEREAS,

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

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

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

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

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon
determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination
by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between
such bidder and Owner, and make available as work progresses (even though there should be a default
or a succession of defaults under the Contract or Contracts of completion arranged under this
paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not
exceeding, including other costs and damages for which the Surety may be liable hereunder, the
amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in
this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and
any amendments thereto, less the amount properly paid by Owner to Contractor.

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

SIGNED AND SEALED THIS

(Date)

(Signature of Witness)

(Signature of Contractor)
(Seal)

(Signature of Witness)

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

(Signature of Witness)

(Type Name)

(Signature of Florida Resident Agent)
(Seal)

(Type Name & Date)

Power of Attorney attached hereto.

NOTES CONCERNING SURETY AND EXECUTION

1. SURETY COMPANY REQUIREMENTS

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

2. EXECUTION OF BOND

- a. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
- b. Enter the date shown on page 1 of the Contract in the space provided on each copy of the Bond.
- c. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Contract.
- d. Have each copy of the Bond signed by the same person that signed the Contract on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- e. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- f. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and the date in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in 2.e above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
- g. Each copy of the Bond must have a Power of Attorney attached indicating that the person in 2.e above is authorized to sign on behalf of the Surety Company.
- h. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
- i. If the date of execution of the Power of Attorney is not the same as the date shown on the Contract, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Contract.
- j. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Contract, SBA Form 990, must be attached to each copy of the Bond.

EXHIBIT 7: LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and,

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

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

WHEREAS,

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

THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

1. Contractor shall promptly make all payments owing when due to all persons who are defined in Section 713.01, Florida Statutes (F.S.), whose claims derive directly or indirectly from the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force and effect.
2. Each said claimant shall have a right of action against the Contractor and Surety for the amount due him. No such action shall subject the Obligee to any cost, expense, loss or damage, and Contractor shall promptly pay Obligee for the full measure of all cost, expense, loss, damage, and attorney's fees sustained by Obligee as a result of any default by Contractor under the contract.
3. Pursuant to Section 255.05, F.S., a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, equipment or supplies for the prosecution of the work furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within ninety (90) days after completing performance of the labor or after completing delivery of the materials, equipment or supplies, deliver

to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.

4. An action against the Surety or the Contractor or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, F.S.
5. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract for Construction.
6. Neither any change in or under the contract documents, nor any compliance or noncompliance with any formalities provided in the contract or the change shall relieve the Surety of its obligations under this bond.

This bond incorporates by reference all the requirements of Section 255.05, F.S., including, but not limited to, all notice and time limitation provisions therein. This bond shall be construed and deemed a statutory bond issued pursuant to Section 255.05, F.S., and not a common law bond.

SIGNED AND SEALED THIS

(Date)

(Seal)

(Signature of Witness)

(Signature of Witness)

(Signature of Contractor)

(Type Name)

(Seal)

(Signature of Florida Resident Agent)

(Signature of Witness)

(Seal)

(Signature of Attorney-In-Fact)

(Type Name & Date)

Power of Attorney attached hereto.

NOTES CONCERNING SURETY AND EXECUTION

1. SURETY COMPANY REQUIREMENTS

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

2. EXECUTION OF BOND

- a. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
- b. Enter the date shown on page 1 of the Contract in the space provided on each copy of the Bond.
- c. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Contract.
- d. Have each copy of the Bond signed by the same person that signed the Contract on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- e. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
- f. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and the date in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in 2.e above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
- g. Each copy of the Bond must have a Power of Attorney attached indicating that the person in 2.e above is authorized to sign on behalf of the Surety Company.
- h. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
- i. If the date of execution of the Power of Attorney is not the same as the date shown on the Contract, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Contract.
- j. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Contract, SBA Form 990, must be attached to each copy of the Bond.

EXHIBIT 8: SAMPLE NOTICE TO PROCEED WITH PERMITTING

Date

Addressee
Street Address
City, State, Zip

RE: FWC (contract number) and (title info)

Notice to Proceed with Permitting Process

Dear (Contractor Name)

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

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

Sincerely,

signature by FWC Authority to issue Start

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

EXHIBIT 9: SAMPLE NOTICE TO PROCEED WITH CONSTRUCTION

Date

(Contractor Name)
(Street Address)
(City, State, Zip Code)

RE: FWC (Contract number) and (title)

Notice to Proceed with Construction

Dear (Contractor Name),

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

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

Sincerely,

signature by FWC Authority to issue Start

cc. (Project Manager, project file, and others FWC wishes to add) CONTRACT ADMIN and PUR Director

EXHIBIT 10: CERTIFICATE OF SPECIFICATION

NO PROHIBITED HAZARDOUS MATERIALS

FWC Contract Number: _____

(FWC Project Name), (City and State)

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

Owner

(Company Name)

(Street Address)

(City, State & Zip Code)

(Phone #)

(Email #)

Contractor

(Company Name)

(Street Address)

(City, State & Zip Code)

(Phone #)

(Email #)

Owner Typed Name

Signature

Typed Date

Contractor's Typed Name

Signature

Typed Date

EXHIBIT 11: CONSTRUCTION CONTRACT CHANGE ORDER (CO)

Change Order Number: _____

FWC Contract No. #

Solicitation Number: FWC 25/26-105C

Project Title: _____

OWNER

Name: _____

Address: _____

Phone: _____

CONTRACTOR

Name: _____

Address: _____

Phone: _____

Description of Change. (Attach additional pages if required)	Decrease	Increase
Subtotal		
Total (+/-)		

Notice to Proceed with Construction Date: _____			Contract Information	
Project Period	# of Days	Date	Original Contract Sum:	\$_____
Original Substantial Completion:			Previously Approved CO:	\$_____
Present Substantial Completion:			Present Contract Amount:	\$_____
Current change will add/deduct (+/-):			This CO will add/deduct (+/-):	\$_____
New Substantial Completion:			New Contract Sum:	\$_____

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

Contractor Signature	Commission Signature
Click to enter contractor	Florida Fish and Wildlife Conservation Commission
Contractor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT 12: SAMPLE FORMAL CONTRACT AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC **Select Type** No. #, Amendment #

This Amendment to the Contract No. #, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission and **Contractor Name**, **Contractor FEID**, **Contractor Address**, hereinafter "Select Type," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

Section Reference of the Original Contract is hereby amended to read as follows:

Insert amended language

SIGNATURES

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Contract No. # to be executed through their duly authorized signatories on the day and year last written below.

SELECT TYPE Execution Signature	Commission execution signature
Click to enter contractor name	Florida Fish and Wildlife Conservation Commission
Select Type Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

Insert Attachment Labels

EXHIBIT 13: OWNER’S CERTIFICATE OF PARTIAL PAYMENT

Owner Address:

Florida Fish and Wildlife Conservation Commission

Contractor Name: _____

Contractor Address (Street, City, State and Zip):

Contract/Project Manager Name: _____

Architect/Engineer Name: _____

Contractor Federal ID Number: _____

Invoice/Request number _____ Start Date: _____ End Date: _____

Project Name: _____ Contract Number: _____

Base Contract Calendar Days: 0

Adjusted Days by Change Order: 0

Revised Contract Days: 0

Elapsed Days to Date: 0

Net Days Remaining: 0

Estimated Days Ahead (+) or Behind (-): 0

Approved Change Orders:	
Change Order #	Dollar Amount
01	\$0.00
02	\$0.00
03	\$0.00
04	\$0.00
05	\$0.00
06	\$0.00
07	\$0.00
08	\$0.00
09	\$0.00
10	\$0.00
Subtotal	\$0.00
Total Net COs	\$0.00

Attach additional pages as needed.

Original Contract Sum:	\$0.00
Change Orders (Net):	\$0.00
Contract Sum to Date:	\$0.00
Completed to Date:	\$0.00
Materials Stored:	\$0.00
Total Completed and Stored:	\$0.00
Less Retainage (%):	\$0.00
TOTAL:	\$0.00
Less Previous Certificates:	\$0.00
Balance to Finish:	\$0.00
Certificate Amount Due:	\$0.00
Total Paid to CBE with Certificate ¹	\$0.00

¹Attach Exhibit 14: Subcontractor Minority Status Report with this form.

CERTIFICATION BY THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes (F.S.), have been paid the amounts due them out of any previous payments made to the contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work, in accordance with sections 255.0705 through 255.078, F.S.

Contractor Signature: _____ Contractor Printed Name: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (officer/agent name and title) of _____ (acknowledging corporation’s name) a _____ (state/place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or have produced (type of identification) as identification.

Notary Signature

Typed or Stamped Name

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

Owner’s Contract Manager

Date

EXHIBIT 14: SUBCONTRACTOR MINORITY STATUS REPORT

INCLUDE THIS FORM WITH EACH PAYMENT APPLICATION

Date:

Contractor Company Name, Street Address, City & Zip Code:

FEIN:

FWC Solicitation Number: FWC 25/26-105C

FWC Project Title: Watermelon Pond WEA Pole Barn in Alachua County

Contract Amount: \$

Invoice Number:

Include consultants, sub-consultants, surveyors, soils testing companies, blueprint shops, travel agents, etc. who provide services on this project. The Contractor shall indicate “N/A” if the project does not utilize subcontractors.

Primary Contractor Name	Primary Contractor ² CBE Code	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	² CBE Code	Description of Service	Subcontractor Payment Amount
			\$					\$
			\$					\$
			\$					\$
			\$					\$
Total of Subcontractor Payment(s)								\$

¹OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: <https://osd.dms.myflorida.com/directories>
or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: <https://vendor.myfloridamarketplace.com>

²CBE Codes: **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida’s Office of Supplier Development (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH PAYMENT APPLICATION

EXHIBIT 15: SAMPLE SCHEDULE OF CONTRACT VALUES

Contract Number: _____

Page _____ of _____

Project Name: _____

Application for Payment #: _____

Address: _____

Date: _____

Contractor: _____

[illegible]

[illegible]

[illegible]

EXHIBIT 16: FINAL PAY REQUEST CHECKLIST

FWC 25/26-105C	<u>Watermelon Pond WEA Pole Barn in Alachua County</u>	Contractor:
ITEMS TO BE SUBMITTED WITH CONTRACTOR'S REQUEST FOR FINAL PAYMENT		
SECTION I	FINAL PAY REQUEST - Forward for payment as usual.	
	EXHIBIT 13 – Owner’s Certificate of Partial Payment (with original signatures and original seals, noted as Final)	
	EXHIBIT 14 : Subcontractor Minority Status Report	
	Final Schedule of Contract Values	
SECTION II	FWC Contract/Project Manager – Include all original documents in the Contract File.	
	Consent of Surety to make Final Payment (signed and sealed)	
	Power of Attorney from Surety for Release of Final Payment (signed and sealed and dated same as Consent of Surety)	
	EXHIBIT 17 – Certificate of Substantial Completion	
	EXHIBIT 18 (Page 1) - Contractors Affidavit of Contract Completion	
	EXHIBIT 18 (Page 2) - Certificate of Contract Completion completed by Owner	
	EXHIBIT 18 (Page 3) – Construction Duration and Liquidated Damages Form	
	Notice of Release of Lien from each subcontractor who has filed Notices to Owner	
	Contractor's Guarantee of Construction for one year from the date of substantial completion.	
	Transmittal to the Commission of manuals, shop drawings, as-builts, brochures, warranties, and List of Subcontractors, with telephone numbers and addresses.	
	Verification that State Agency personnel have been trained in the operation of their new equipment for each system: HVAC, controls, fire alarm, etc. Submit attendance lists	
	Fully executed Roof Warranty (if applicable) in the name of the State or Client Agency for whom the project is being constructed.	
	Other special warranties as required, in the name of the State or Client Agency for whom the project is being constructed.	
	Certificate of Occupancy from Building Permit Authority.	
	EXHIBIT 10 - Certificate of Specification No Prohibited Hazardous Materials	
	EXHIBIT 19 - ADA Compliance	
Project Manager's Signature:		

EXHIBIT 17: CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER:

Florida Fish & Wildlife Conservation Commission

Insert FWC Address

FWC Contract No. #, Project Title: Insert Project Title

CONTRACTOR:

Contractor Name

Insert Contractor's Address

Attn: Contractor's Contract Manager

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

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

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

FWC Approval:

Printed Name	Signature	Date

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

Contractor:

Printed Name	Signature	Date

EXHIBIT 18: CONTRACT COMPLETION

CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION

To be completed by the contractor and returned to the project/contract manager.

AGENCY: _____

PROJECT: _____

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: _____

DATE ISSUED FOR SUBSTANTIAL COMPLETION: _____

DATE ISSUED FOR FINAL COMPLETION: _____

CONTRACTOR'S AFFIDAVIT

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

CONTRACTOR:

_____ (seal)

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ of
Date Name of officer or agent, title of officer or agent

_____, a _____ corporation, on behalf of the corporation. He/she is
Name of corporation State of incorporation

personally known to me or has produced _____ as identification.
Type of Identification

Signature

Name (printed/stamped)

Title or Vendor

ARCHITECT/ENGINEER CERTIFICATE OF CONTRACT COMPLETION

To be completed by the architect/engineer and returned to the project/contract manager. Architect/Engineer is defined in Section A. Definitions.

PROJECT NO: _____

PROJECT TITLE: _____

CONTRACTOR: _____

CONTRACT DATE: _____ DATE OF FINAL COMPLETION: _____

CERTIFICATE OF ARCHITECT/ENGINEER

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

A/E Firm Name: _____ Date: _____

A/E Printed Name: _____

CONSTRUCTION DURATION AND LIQUIDATED DAMAGES FORM

To be completed by the contract/project manager for the contract file.

Substantial Completion Phase

Line	Description	Date	Days
1.	Notice to Proceed (NTP)		
2.	Original Time Specified for Substantial Completion (SC)		
3.	Extension(s) Granted for Change Orders (days between original SC and final SC)		
4.	Total Days Allowed to Substantial Completion (sum lines 2 and 3)		
5.	Project Substantially Completed as Certified (total days from NTP through date certified)		
6.	Substantial Completion Overrun (subtract line 4 from 5; enter 0 if line 5 is less than line 4)		

SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES (IF APPLIED)

Price per calendar day: \$ _____ x Days Over: _____ = Liquidated Damages: \$ _____

Final Completion Phase

Line	Description	Date	Days
1.	Time Specified in Supplemental Terms and Conditions Between Substantial and Final Completion		
2.	Extension(s) Granted by Change Order(s) (days between Substantial and Final Completion)		
3.	Total Days Allowed Between Substantial and Final Completion (sum lines 1 and 2)		
4.	Date Actually Completed and Total Days Between Actual SC and Date Certified by A/E and Actual Final Completion Date		
5.	Final Completion Overrun (subtract line 3 from 4; enter 0 if line 4 is less than 5)		

FINAL COMPLETION LIQUIDATED DAMAGES (IF APPLIED)

Price per calendar day: \$ _____ x Days Over: _____ = Liquidated Damages: \$ _____

Total Liquidated Damages: \$ _____

Completed By: _____

Contract/Project Manager: _____ Date: _____

EXHIBIT 19: FLORIDA ACCESSIBILITY CODE ACKNOWLEDGEMENT

FWC Contract Number: _____

FWC Project Name, City and State: _____

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

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

Design Professional

Company Name

Street Address

City, State and Zip Code

Phone Number

Design Professional’s Name

Signature

Contractor

Company Name

Street Address

City, State and Zip Code

Phone Number

Contractor’s Name

Signature