PROJECT MANUAL

for

Fine Arts Annex
(name of project)

(Project Number, if applicable)

FAC142610-14
(Bid number)

by

THE FLORIDA STATE UNIVERSITY

Set No. _______________

Date Issued 6/10/2014

Architect/Engineer

1 of 44

Revised August 2007
# PROJECT MANUAL

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A.1 - The project shall be Substantially completed within ___30______ calendar days.

A.2 - The project shall be Finally completed within ____15_______ calendar days after substantial completion.

A.3 - The Project name and location is as follows:

Reroofing Fine Arts Annex
Florida State University
Tallahassee, FL

A.4 - The project shall be warranted for a period of _____10______ year(s).

A.5 - The following must be submitted with the bid:

1. Proposal Form, Pages 16 to 18.
3. Bid guarantee, 5% of base bid.
4. “Required Bidder Documents” as stated in ITB document.

A.6 - A Pre-Bid Conference will be held at: June 13, 2014, 10:00 a.m. local time at the jobsite.

Pre-Bid Conference is: _X_ Mandatory ___Not Mandatory
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INSTRUCTIONS TO BIDDERS

B-1 PROJECT MANUAL TERMINOLOGY

INDEX OF TERMS: Whenever in this Project Manual the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as follows:

ADDENDA: A written or graphic instrument issued by the Architect/Engineer or Owner prior to the execution of the Contract which modifies or interprets the Bidding Documents by addition, deletion, clarification and/or correction.

ALTERNATE: An alternative use or type of material or an increase or decrease in the scope of the project, as specifically identified by the plans and/or the specifications.

ARCHITECT/ENGINEER: The firm identified in the Project Information Sheet, Section A.

BASE BID: The sum stated in the Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added, or from which Work may be deleted for sums stated in Alternate Bids.

BIDDER: Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated.

BIDDING DOCUMENTS: The Invitation To Bid, Instructions to Bidders, Project Manual, Specifications, Drawings, the Proposal Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

CALL FOR BIDS: The "Call for Bids" consists of the Advertisement for Bids and/or the Invitation To Bid.

CHANGE ORDER: Changes in the work as described in Article 5 of the Contractual Conditions, Section F.

CONTRACT ADMINISTRATOR: The FSU Purchasing Agent authorized to oversee the bid and contract portions of the project.

CONTRACT: The "Contract" is the Purchase Order issued by the Florida State University supported by the Contract Documents as defined in Article 1 of the Contractual Conditions.

CONTRACTOR: Any individual, firm, partnership or corporation entering into an agreement to perform the Work specified herein.

DRAWINGS: The drawings or reproductions thereof pertaining to the Work to be performed and which have been prepared or approved by the Architect/Engineer.

MAJOR SUBCONTRACTOR: The subcontractors as identified on the List of Subcontractors, Section D.
OWNER: The Florida State University

OWNER REPRESENTATIVE: The individual authorized by the Owner to oversee the Project.

PROJECT MANUAL: All items listed in the Project Manual Index.

PROJECT REPRESENTATIVE: An authorized representative of the Architect/Engineer assigned to assist the Architect/Engineer in carrying out contractual responsibilities.

PROPOSAL: A bid for the Work contemplated which the Bidder shall submit on approved forms.


SURETY: The corporate body that is bound with and for the Contractor, which is primarily liable and which guarantees the faithful performance of the Contract.

B-2 QUALIFICATION OF BIDDERS

In order to be eligible to submit a Proposal, a Bidder must:

1. Where the scope of the Work falls within the provisions of Chapter 489, Florida Statutes, hold the required applicable license in good standing at the time of the receipt of bids.

2. Hold a currently active Florida Corporation Charter Number in accordance with Chapter 607, Florida Statutes, if the Bidder is a corporation, and

3. Not be disqualified at the time of the bid submittal through disqualification procedures described in Chapter 6C-14.022, Florida Administrative Code, and


B-3 FAMILIARITY WITH LAWS

The Bidder is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way be considered relief from responsibility for compliance with their requirements. The application of Chapter 558 "threshold building" requirements to this project is specifically addressed in the Special Conditions of this Project Manual.

B-4 FLORIDA PRODUCTS AND LABOR

The Contractor's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts Florida products and labor shall be used wherever price and quality are equal, subject to considerations set forth in that Section of the Statutes relating to comparisons of quality of materials, as well as qualifications, character, responsibility and fitness of materialmen, contractors, and builders proposed for employment.
B-5 TAXES

Contractors who purchase materials that will be used in the construction of a State-owned building will not be exempted from the sales tax on these materials.

The Owner is not subject to:

Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
Federal tax on transportation of property.

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

The Bidder shall take these factors into consideration in preparing the Proposal, including therein the cost of the state sales and use tax on materials, but excluding the cost of those taxes not applicable.

B-6 PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner Shall make progress payments to the Contractor as noted in Article 7 of the Contractual Conditions. For projects of less than $100,000, which are exempt from the requirements for Payment and Performance Bonds, special requirements relating to payments are addressed in the Special Conditions.

B-7 CONTRACT DOCUMENTS

Contract Documents are as described under Article 1 of the Contractual Conditions.

B-8 ALTERNATES

The Proposal Form (Section C) shall be filled out in such a manner that the Bidder shall be able to clearly indicate what sums he will add to (or deduct from) his Base Bid. Failure of a Bidder to quote one or more Alternates may result in the bid being rejected.

B-9 ADDENDA

In case the Architect/Engineer or the Owner finds it necessary to supplement, modify or interpret any portion of the Bidding Documents during the bidding period, such procedure will be accomplished by the issuance of written Addenda to the Bidding Documents, which will be delivered or mailed to all known prospective Bidders. Except for minor revisions, corrections, or clarification, Addenda will be issued no less than seven (7) calendar days prior to the date scheduled for receipt of bids. Minor revisions, corrections or clarifications will be issued no less than three (3) calendar days prior to the date scheduled for the receipt of bids. Thereafter, the only addendum will be to withdraw the request for bids, or to postpone the date for the receipt of bids.
B-10 INTERPRETATION OF BIDDING DOCUMENT

No interpretation of the meaning of the Drawings, Specifications, or other Bidding Documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction shall be in writing, addressed to the Architect/Engineer if applicable otherwise, to the Contract Administrator. All such interpretations and supplemental instructions will be in the form of written addenda to the Bidding Documents as approved by the Contract Administrator.

Only the interpretation or correction so given by the Architect/Engineer, if applicable, in writing, through the University, shall be binding. Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bidding Documents.

B-11 EXAMINATION OF BIDDING DOCUMENTS AND SITE OF WORK

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

B-12 BASIS FOR BIDDING - TRADE NAMES

For clarity of description and as a standard of comparison, certain equipment, materials, etc., have been specified by trade names or manufacturers. To insure a uniform basis for bidding, the Bidder shall base the Proposal on the particular systems, equipment or materials specified. Proposed substitutes must be submitted for approval by the architect/engineer prior to the bid date. After bids are received, no materials, equipment, etc., will be approved as a substitute for the specified product.

B-13 BID GUARANTEE

Proposals shall be accompanied by a bid guarantee of not less than five (5) percent of the amount of the base bid. This bid guarantee may be a certified check, a cashier's check, treasurer's check, or bank draft of any National or State bank; or bid bond made payable to the Owner. Such check or bid bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw the bid for a period of forty-five (45) days after the scheduled closing time for the receipt of bids; that if the Proposal is accepted, the Bidder will enter into a written contract with the Owner in accordance with the Agreement included as part of the contract documents or purchase order, and that the required Labor and Materials Payment Bond and Performance Bond for projects in excess of $100,000 will be given; and that in the event of failure to execute said Agreement and deliver said bonds within ten (10) days after issuance of the Notice of Intent to Award Contract and receipt of the form of the Agreement from the owner, the Bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular hereof. The bid guarantees shall be returned to all Bidders after the execution of the Agreement and the Labor and Materials Payment Bond and Performance Bond have been approved by the Owner.
If the required Agreement and bonds have not been executed within forty-five (45) days after the date of the opening of the bids, then the bid bond or check of any Bidder will be returned upon request, provided the Bidder has not been notified of the acceptance of the Bidder's Proposal prior to the date of such request.

B-14 BONDS & INSURANCE

1. Bid Bonds

The Bid Bond must be written by a Surety Company acceptable to the Owner (see B-15) and signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety Company issuing the Bid Bond.

2. Payment & Performance Bonds

For all projects in excess of $100,000 the Contractor shall furnish the Owner with a State of Florida 100% Labor and Materials Payment Bond and a Performance Bond. The cost of the Bonds shall be borne by the Contractor. Projects of $100,000 or less are exempt from the requirement to provide such Bonds.

For projects requiring Payment and Performance Bonds, the Owner will provide to the Contractor a “Notice of Intent to Award Contract”. This Notice may be provided by email or letter and will instruct the Contractor to immediately acquire the Bonds for the project. Payment and Performance Bonds shall be acquired by the Contractor and submitted within 10 calendar days of the Notice of Intent to Award Contract, and must be received and accepted by the Owner prior to issuance of the Construction Contract Purchase Order.

The Bonds must be written by a Surety Company acceptable to the Owner (see B-15) and signed or countersigned by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety issuing the Bonds. The Bonds shall be accompanied by a duly authenticated or certified document, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the Bonds. In the usual case the conferring of that authority has occurred prior to the date of the Bonds, and the document showing the date of appointment and enumeration of powers of the person executing the Bonds is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification cannot be earlier than the date of the Bonds. The Bonds shall not be dated earlier than the Agreement.

3. Liability Insurance

A current copy of the Contractor’s Certificate of Liability Insurance must be provided to the Owner prior to issuance of the Construction Contract Purchase Order.

B-15 SURETY COMPANIES ACCEPTABLE TO THE FLORIDA STATE UNIVERSITY

The surety for the Bid Bond does not necessarily have to be the same as for the Labor and Materials Payment and Performance Bonds.
1. Bid Bonds.

To be acceptable to the Florida State University as Surety for Bid Bonds, a Surety Company must meet the following requirements at the time the Invitation to Bid is issued:

   a. Be in good standing with the Florida Department of Insurance.

   b. Be authorized or approved to do business in the State of Florida.

   c. Be authorized to write Surety Bonds in the State of Florida.

   d. Have twice the minimum surplus and capital required by the Florida Insurance Code.

   e. Be in compliance with all other provisions of the Florida Insurance Code (no violation).

   f. Hold a current valid certificate of authority issued by the United States Department of Treasury under SS 31 USC 9304-9308.

2. Performance and Labor and Materials Payment Bonds

To be acceptable to the Florida State University as Surety for Performance and Labor and Material Payment Bonds, a Surety Company must meet the following requirements at the time the Invitation to Bid is issued:

   a. Be in good standing with the Florida Department of Insurance.

   b. Be authorized to do business in the State of Florida.

   c. Be authorized to write Surety Bonds in the State of Florida.

   d. For projects for which the contract amount is $500,000 or less:

      (1) Have twice the minimum surplus and capital required by the Florida Insurance Code.

      (2) Be in compliance with all other provisions of Florida Insurance Code (no violation).

      (3) Hold a current valid certificate of authority issued by the United States Department of Treasury under SS 31 USC 9304-9308.

   e. For projects for which the contract amount is $500,000 or greater:

      (1) The Surety Company shall have been in business and have a record of successful continuous operation for at least five years, unless this provision is expressly deleted by addendum or by the Special Conditions to this Project Manual; and
(2) Except for asbestos abatement contracts, for which a B rating is acceptable, the Surety Company shall have at least the following minimum ratings:

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<th>CONTRACT AMOUNT</th>
<th>BEST RATING</th>
<th>REQUIRED FINANCIAL SIZE</th>
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<tr>
<td>500,000 to 749,999</td>
<td>A</td>
<td>Class V</td>
</tr>
<tr>
<td>750,000 to 999,999</td>
<td>A</td>
<td>Class VI</td>
</tr>
<tr>
<td>1,000,000 to 1,499,999</td>
<td>A</td>
<td>Class VII</td>
</tr>
<tr>
<td>1,500,000 to 9,999,999</td>
<td>A</td>
<td>Class VIII</td>
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<tr>
<td>10,000,000 or more</td>
<td>A</td>
<td>Class IX</td>
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**B-16 LISTING OF SUBCONTRACTORS**

Each Bidder shall submit with the Proposal a full and proper list of the subcontractors who will perform the work for each Division of the Specifications as indicated by the List of Subcontractors Form contained in these specifications. The Bidder shall have determined to the Bidder's own complete satisfaction that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by this Agreement and is qualified both technically and financially to perform that pertinent subcontract for which the subcontractor is listed.

Subcontractors shall be listed in such a way that their identities may not be confused with other subcontractors doing business under the same or similar name. The street address or telephone number or the registration or certification number may be given on the Proposal form for this purpose. If subcontractors will not be used and if the contractor is qualified to do listed work, contractor shall state in the proposal "subcontractor will not be used" on the appropriate line.

In some instances, the Bidder may wish to divide a listed Division and award the subcontract to more than one subcontractor. In these cases, the Bidder must indicate on the List of Subcontractors Form that the Division has been divided, and note the subdivisions together with the proposed subcontractors in the spaces provided.

Within 7 days after the Notice of Award the low Bidder shall confirm in writing subcontractor license registration or certification numbers, and in the event that the subcontractor is a corporation, the state corporate charter number shall also be noted. If the subcontractor is an out of state firm, the charter number with the Secretary of State to do business in the State of Florida should also be noted.

After the reading of the Proposals, no change shall be made in the list of subcontractors, before or after the award of a Contract, without full justification and unless agreed to in writing by the Owner.

**B-17 PREPARATION AND SUBMISSION OF BIDS**

Each Proposal shall be submitted on the form contained in the Project Manual and bid prices shall be indicated thereon in proper spaces, for the entire Work and for all Alternates.

In the event of a discrepancy in the bid amount on the Proposal between the numeric and written quotes, the written amount will govern.
Each Proposal must give the full business address of the Bidder and state whether it is an individual, corporation or partnership.

Proposals by a corporation must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent or other person authorized to bind the corporation.

B-18 BID MODIFICATIONS

Bid modifications will be accepted from Bidders, if addressed as indicated on the Proposal Form and if received prior to the Opening of Bids. No bid modification will be accepted after the close of bidding has been announced. Modifications may be in the form of telegrams or may be indicated in the modification space provided on the Proposal Form.

IMPORTANT NOTE: Modifications indicated on the outside of the sealed bid envelope and unsigned modifications will have no status and will not be a consideration of the bid award, but will not serve to disqualify the Bidder.

Modifications to a bid will be read by the Contract Administrator during the reading of the formal bid.

B-19 WITHDRAWAL OF BIDS

Bids may be withdrawn on written request to the Contract Administrator and must be received from Bidders prior to the time of posting the Notice of Award. Further, the University reserves the right to reject a request for the withdrawal of a bid received after the posting of the Notice of Award as the best interest of the University may dictate.

B-20 RECEIPT AND OPENING OF BIDS

Bids shall be deposited at the designated location prior to the time for receipt of bids indicated in the Call for Bids, or any extension thereof made by Addendum. Bids received after the time for receipt of bids will not be accepted.

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

B-21 DISQUALIFICATION OF BIDS

By submittal of a Proposal, a Bidder professes not to be disqualified from bidding State work nor under suspension resulting from conviction of contract crime including any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to public contract.
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 has an interest in more than one Proposal for the same Work will cause rejection of all Proposals in which such Bidders are believed to have an interest.

Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Bidders; participants in such collusion will be subject to disqualification procedures pursuant to rule 6C-14.022, F.A.C. Proposals containing prices that are obviously unbalanced may be rejected by the Owner.

Falsification of any entry made on a Bidder's Proposal will be deemed a material irregularity and will be grounds for rejection.

**B-22 REJECTION OF BIDS**

The Owner reserves the right to reject any and all bids when in the opinion of the Owner such rejection is in the interest of the State of Florida.

**B-23 BID PROTEST**

To be considered, a bid protest must be received by the Associate Vice President for Administrative Affairs, Room 116 Mendenhall Building ‘A’, Florida State University, Tallahassee, Florida 32306-4149, as provided in Section 120.53 Florida Statutes. Failure to file a notice of protest in this manner shall constitute a waiver of the Bidder's right to proceedings under Chapter 120, Florida Statutes.

**B-24 CONTRACT AWARD**

The Contract will be awarded by the Florida State University to the lowest qualified Bidder provided the bid is reasonable and it is in the best interest of the Owner to accept it.

The contract award will be made to that responsive Bidder submitting the low aggregate bid within the pre-established construction budget. The aggregate bid shall consist of the base bid plus accepted additive alternate bids, or less accepted deductive alternate bids. If the base bid exceeds the amount of the pre-established construction budget, the Owner may reject all bids.

**B-25 MINORITY BUSINESS ENTERPRISE**

Bidders are encouraged to utilize Minority Business Enterprises certified by the Department of Management Services, Office of Supplier Diversity.

**B-26 SPECIAL CONDITIONS**

Bidders shall be thoroughly familiar with the Special Conditions and shall strictly adhere to their requirements.
The following is excerpted from 287.133, Florida Statutes:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

(3)(a) All invitations to bid, requests for proposals, and invitations to negotiate, as defined is s. 287.012, and any contract documents described by s. 287.058 shall contain a statement informing persons of the provision of paragraph (2)(a).

(b) Any person must notify the department within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Any public entity which receives information that a person has been convicted of a public entity crime shall transmit that information to the department in writing within 10 days.

(f)1. A person on the convicted vendor list may petition for removal from the list no sooner than 6 months from the date a final order is entered disqualifying that person from the public purchasing and contracting process pursuant to this section, but may petition for removal at any time if the petition is based upon a reversal of the conviction on appellate review or pardon. The petition shall be filed with the department, and the proceeding shall be conducted pursuant to the procedures and requirements of this subsection.

B-28 PRE-BID CONFERENCE

A Pre-bid Conference and/or Site Visit will be held, if necessary, at the time, date and place specified in Section A.8
FROM: _______________________________________   DATE: ______________________ 
(Bidder's Name)

____________________________________   BIDS TO BE OPENED AT:
(Address)

TIME: _____________________

___________________________________   PLACE: _____________________
(FL Corporate Charter Number)

___________________________________    ____________________
(Federal I.D. Number)

TO:  Florida State University    If the Bidder wishes to make last minute 
modifications to his Proposal, the following 
spaces may be used (See B-18):

To the Base Bid, 
Add_____________________________

Deduct__________________________

To Alternate#_____________________
Add_____________________________

Deduct__________________________

Gentleman:

The undersigned, hereinafter called "Bidder," having visited the site of the proposed Project and having 
become familiar with the local conditions, nature and extent of the Work, and having examined carefully 
the drawings and the Project Manual, proposes to furnish all labor, materials, equipment and other items, 
facilities, and services for the proper execution and completion of 
_______________________________________(Name and Address of Project),
_______________(Project Number), in full accordance with the Contract Documents prepared by the 
firm of______________________________________________________ (Name and Address of the 
Architect/Engineer) in full accordance with the Call for Bids, Instructions to Bidders, Agreement and all 
other documents relating thereto on file in the Office of the Architect/Engineer and if awarded the 
Contract, to complete said Work within the time limits specified for the following bid price:

Base Bid________________________________________________________________

_________________________________________Dollars  ($____________________)

With the foregoing as a Base Bid, the following cost of alternate proposals are submitted in accordance 
with the drawings and specifications. All alternates must be quoted. (See B-8) Unless the Bidder 
specifically indicates on the Proposal Form that the quotation for the alternate is deductive, all quotations 
will be considered as additive to the Base Bid.

Alternate No. 1 Add (Deduct)               $______________________________
(Brief description by Architect/Engineer)
Alternate No. 2 Add (Deduct)                  $_____________________________
(Brief description by Architect/Engineer)

Alternate No. 3 Add (Deduct)                  $_____________________________
(Brief description by Architect/Engineer)

Alternate No. 4 Add (Deduct)                  $_____________________________
(Brief description by Architect/Engineer)

There is enclosed a certified check, cashier's check, treasurer's check, bank draft, or Bid Bond in the amount of not less than five (5) percent of the Base Bid payable to the Florida State University, as a guarantee for the purpose set out in the Instructions to Bidders.

There is enclosed a list of subcontractors as prescribed by Article B-16 of the Instructions to Bidders.

The Bidder hereby agrees that:

a. The above Proposal shall remain in full force and effect for a period of forty-five (45) calendar days after the time of the opening of this Proposal and that the Bidder will not revoke or cancel this Proposal or withdraw from the competition within the said forty-five (45) calendar days.

b. In the event the contract is awarded to this Bidder, The Bidder will furnish to the Owner a 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, on the forms comprising Section E of the Project Manual. The executed payment and performance bonds shall be delivered to the owner within ten (10) calendar days of the Notice of Intent to Award Contract. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this Proposal, the bid deposit shall be forfeited as liquidated damages.
Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period. Failure to properly acknowledge addenda may be cause for rejection of the bid proposal.

Addendum No. ________________________  Dated  ____________________________
Addendum No. ________________________  Dated  ____________________________
Addendum No. ________________________  Dated  ____________________________
Addendum No. ________________________  Dated  ____________________________

Florida Construction Industries Licensing Board Certification/Registration (as required under the provisions of Chapter 489, Florida Statutes)

_____________________________________        __________________________
(Name of Holder)     (Number)

SIGNED AND SEALED THIS _____ DAY OF ____________________, 20___.

By:__________________________________
Title:_______________________________
(This list must be filled out in its entirety and must accompany the Proposal)

DATE: __________________________

This list is attached to, and is an integral part of, the Proposal submitted by:

[Bidder to insert full name and address]

For the Construction of: ______________________________________________

[Insert Title of Project, Location and Project Number]

The undersigned, hereinafter called "Bidder", lists below the names of major subcontractors who will perform the segments of the work indicated. Only one subcontractor shall be listed for each subcontract except where the subcontract may be divided for award by the Bidder in one or more parts. In that event each subdivision shall be identified by the Bidder in the spaces provided below. If the contractor does not intend to use subcontractors and is qualified to perform work listed below, indicate "no subcontractor" on the appropriate line.

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<tr>
<th>SUBCONTRACT</th>
<th>SUBCONTRACTOR IDENTIFICATION*</th>
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<td>4.</td>
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<td>5. Asbestos Abatement</td>
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</table>

**SUB-DIVISIONS OF THE ABOVE:** This section is to be filled out ONLY if the Bidder intends to award one of the above listed subcontracts to more than one subcontractor. See Article B-16. (List only one subcontractor for each subdivision.)

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<tr>
<th>SUB-DIVISION (Bidder must identify)</th>
<th>SUBCONTRACTOR IDENTIFICATION*</th>
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*Identification may be street address or telephone number, or registration or certification number.
This section is to be completed ONLY if the Bidder would like to make subcontractor changes dependent upon the Alternates accepted by the Owner.

In the event that the acceptance of alternates would change the subcontractor(s) listed on the previous page, these changes shall be so noted in the columns for the affected alternates. This shall be done by entering the name of the subcontractor in the appropriate place. Additional categories or columns shall be added as necessary.

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<tr>
<th>Sub</th>
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</table>

Subdivisions of the above:

- 
- 
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By: ____________________________

Bidder's Signature
PAYMENT BOND
(FOR LABOR AND MATERIALS)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT AS PROVIDED BY SECTION 255.05, F.S.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address of Contractor)

as Principal, hereinafter called Contractor and, (Here insert full name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Florida State University, of the State of Florida, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of (Here insert a sum equal to the Contract Sum) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS:

Contractor has by written agreement dated ______________, 20___, entered into a contract with Owner for construction of (Here insert name of project)

in accordance with Drawings and Specifications prepared by (Here insert full name and address of Architect/Engineer)

which Purchase Order is by reference made a part hereof, and is hereinafter referred to as the Agreement.

THE CONDITIONS OF THIS BOND are such that:

1. If Contractor shall promptly make all payments owing when due to all persons who are defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement, 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 the claimant. No such action shall subject the Owner to any cost, expense, loss or damage, and Contractor shall promptly pay Owner for the full measure of all cost, expense, loss, damage, and attorney's fees sustained by Owner result of any default by Contractor under the Agreement.

3. A claimant, except a laborer, who is not in privity with the Contractor and who has not yet 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 the claimant 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 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 and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.

4. An action against the Surety or the Contractor, or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.

5. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract For Construction.

6. Neither any change in or under the Contract Documents, nor any compliance or non-compliance with any formalities provided in the Agreement or the change shall relieve the Surety of its obligations under this Bond.

SIGNED AND SEALED THIS _______________________ DAY OF _____________, 20_______.

____________________________
(Contractor) (Seal)

____________________________
(Witness) By:____________________________

____________________________
(name & title)

____________________________
(Surety) (Seal)

____________________________
(Witness) By:____________________________

(Resident Agent as Attorney in Fact) (Address/Power of Attorney Attached Hereto)
PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND (FOR LABOR & MATERIALS) IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT AS PROVIDED BY SECTION 255.05, F.S.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address of Contractor)

as Principal, hereinafter called Contractor, and, (Here insert full name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Florida State University, of the State of Florida hereinafter called Owner, in the amount of (Here insert a sum equal to the Contract Sum) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS,

Contractor has by written agreement dated______________ 20 __, entered into a contract with Owner for construction of (Here insert name of Project.)

in accordance with Drawings and Specifications prepared by (Here insert full name and address of Architect/Engineer)

which Purchase Order is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Agreement, 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 is in default under the Agreement, and the Owner has performed its obligations thereunder, the Surety shall promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and arrange for a contract between such bidder and the Surety, and pay 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) the cost of completion less the balance of the Contract Sum; 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 Sum", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Purchase Order 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, administrator or successors of the Owner.

SIGNED AND SEALED THIS _______________ DAY OF ________________, 20__________.

__________________________________
(Contractor) (Seal)

__________________________________
(Witness) By:________________________________

__________________________________
(Surety) (Seal)

__________________________________
(Witness) By:________________________________

(Resident Agent as Attorney in Fact)

__________________________________
(Address)

(Power of Attorney attached hereto)
ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents consist of the Purchase Order, the Drawings, the Project Manual, Specifications, and all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

If any portion of the Contract Documents is in conflict with any other portion, the various documents comprising the Contact Documents shall govern in the following order of precedence: The Purchase Order; Modifications; Addenda; this Project Manual; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

ARTICLE 2. THE WORK

The Contractor shall perform all the Work required by the Contract Documents for: (See Section A.4)

ARTICLE 3. THE ARCHITECT/ENGINEER

The Architect/Engineer for this project is: (See Section A.1)

ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION

4.1 The Work to be performed under this contract shall be commenced within ten (10) calendar days after the date indicated on the Notice to Proceed, shall be substantially completed within (See Section A.2) calendar days after the date indicated on the Notice to Proceed, and shall be finally completed within (See Section A.3) calendar days after the date of Substantial Completion. Despite Substantial Completion, the Owner may terminate the contract when Final Completion is not achieved as of the date indicated herein.
4.2 Liquidated Damages for Failure to Complete on Time

Inasmuch as failure to complete the project within the time fixed in Article 4.1 hereof will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not substantially completed, according to the definition of "Substantial Completion" in Article 9.4 hereof, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, for each and every calendar day elapsing between the date fixed for Substantial Completion in Article 4.1 hereof and the date such Substantial Completion shall have been fully accomplished. Said liquidated damages shall be payable by the Contractor to the Owner, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract. The Owner's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages in the amount set out in Article 4.2 hereof. It is further agreed that the Owner may deduct from the balance retained by the Owner under the provisions of Article 4.1 hereof the liquidated damages stipulated herein or in Article 4.3 as the case may be, or such portion thereof as the retained balance will cover.

4.3 Liquidated Damages When Owner Terminates Contract

The owner is entitled to completion of the project within the time fixed in Article 4.1 hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by the Owner prior to completion, the Contractor shall be liable to the Owner for the expenses for additional managerial and administrative services and also for the per diem liquidated damages agreed upon in Article 4.2 hereof:

.1 for each day the Contractor is in arrears in his Work at the time of said termination as determined by the Architect/Engineer, and

.2 for each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Surety to effect another contract for completion of the Work, including resumption of Work thereon, provided, however, that the sum of 4.3.1 and 4.3.2 shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the Work.

ARTICLE 5. CHANGES IN THE WORK

5.1 Changes

5.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or order for a minor change in the work, subject to the limitations stated in this Article 5 and elsewhere in the Contract Documents.

5.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer; an order for a minor change in the Work may be issued by the Architect/Engineer as provided in Paragraph 5.3.
5.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or order for a minor change in the Work.

5.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

5.2 Change Orders

5.2.1 A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor and Architect/Engineer, stating their agreement upon all of the following:

   .1 a change in the Work;
   .2 the amount of the adjustment in the Contract Sum, if any; and
   .3 the extent of the adjustment in the Contract Time, if any.

5.2.2 The percentage fee for overhead and profit combined, to be added to the Cost of the Change in determining the total cost to the Owner, shall be based upon the following schedule:

   .1 For any Work performed by the Contractor’s own forces, 15% of the Cost of the Change;
   .2 For any Work performed by a Subcontractor or forces under the Subcontractor including any Sub-subcontractors or other persons not in the direct employ of the Subcontractor, a total of 22-1/2% of the Cost of the Change, with 15% to be assigned to the Subcontractor and any forces under him and 7-1/2% to be assigned to the Contractor.

5.2.3 All Change Orders must be on the Florida State University Change Order form, included in Section G of this Project Manual.

5.3 Minor Changes in the Work

The Architect/Engineer will have authority, after receiving the Owner’s approval, to order minor changes in the Work, not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 6. 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.
ARTICLE 7. PAYMENTS OF CONTRACT SUM

7.1 Progress Payments

Based upon Applications for Payment (See Section H) submitted to the Architect/Engineer by the Contractor and Certificates of Payment issued by the Architect/Engineer and by the Owner, the Owner shall make progress payments to the Contractor against the account of the Sum, as provided in the Conditions of the Contract in accordance with the following:

7.1.1 Within thirty (30) days from the Owner's receipt of any Application for Payment submitted by the Contractor, the Owner shall pay or cause to be paid to the Contractor that portion of the Contract Sum previously unpaid, properly allocable to labor, materials, and equipment already incorporated in Work that has been satisfactorily performed in accordance with the requirements of the Contract Documents, as determined by the Architect/Engineer, together with that portion of the Contract Sum properly allocable to materials and equipment suitably stored by the last day of the preceding calendar month at the Project site or at some other location(s) mutually agreed upon in writing by the parties, as determined by the Architect/Engineer.

.1 The Contractor shall pay each Subcontractor, within seven days receipt of payment from the Owner out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work.

.2 The Architect/Engineer may, at the Architect/Engineer's discretion, furnish to a Subcontractor, if practicable, information regarding the percentages of completion of the amounts applied for by the Contractor and the action taken thereon by the Architect/Engineer on account of Work done by such Subcontractor.

.3 Neither the Owner nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

.4 No Certificate for a progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

7.1.2 As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed by the Owner within 40 days after receipt of the invoice and receipt, inspection and approval of the services, the Owner shall pay to the Contractor, in addition to the amount of the invoice, interest at a rate of one percent per month or portion thereof on the unpaid balance from the expiration of such 40-day period until such time as the warrant is mailed to the Contractor. These provisions apply only to undisputed amounts for which payment has been authorized.
7.2 PAYMENTS WITHHELD

7.2.1 With the exception of Work which may be exempted from this requirement by a provision in the Special Conditions in the Project Manual, retainage shall be withheld from each monthly payment request, in an amount not to exceed 10% of the request, until 50% of construction payments are made. After the Work is considered to be 50% complete, retainage not to exceed 10% of the request, may or may not be withheld at the discretion of the Architect/Engineer or Owner.

7.2.2 The Architect/Engineer may decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary, in the Architect/Engineer's opinion, to protect the Owner from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
4. damage to the Owner or another contractor,
5. reasonable evidence that the Work will not be completed within the Contract Time or,
6. persistent failure to carry out the Work in accordance with the Contract Documents.

When the above grounds in Subparagraph 7.2.2. are removed, payment shall be made for the amount withheld.

ARTICLE 8. FINAL PAYMENT

Within forty (40) days from the date of Final Contract Completion the Owner shall pay or cause to be paid to the Contractor, the entire unpaid balance of the Contract Sum, less the amount of any sums which continued to be retained to satisfy the cost of performing any change in the Work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the Contractor, and less any amount being withheld for liquidated damages, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the Work has been satisfactorily completed, the Contractor's obligations under the Contract have been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meaning designated in those Conditions.

9.2 The Contract Documents, which constitute the entire Contract between the Owner and Contractor, are listed in Article 1.
9.3 As required by Section 287.058, Florida Statutes, this Contract may be unilaterally canceled by the Owner for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the Contractor in conjunction with the Contract.

9.4 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

The term "Substantial Completion" shall not mean the inclusion of such minor alterations and patching as the final inspection shall disclose.

9.5 Claims

9.5.1 Under this Contract the Contractor shall not have the right to compensation to satisfy any claim for costs, liabilities, or debts of any kind whatever from any act or omission attributable to the Owner unless the Contractor has provided notice to the Architect/Engineer and the Owner within 20 days of the event giving rise to the claim(s) and unless the detailed claim therefore is delivered to the Architect/Engineer and the Owner within 30 days following the notice. The detailed claim shall include:

.1 The date of the occurrence of the event giving rise to the claim and the date and manner of the Contractor's compliance with the notice requirements of Article 9.5.1.

.2 The reasons upon which the Contractor bases the claim, demonstrating thereby that the costs, liabilities or debts reflected in the claim are not already a part of the Contract and his compensation under the Contract; and that specific relief is due him for the claim.

9.5.2 The Architect/Engineer shall make a recommendation to the Owner within 30 days after receipt of a claim. Copies of his recommendation will be presented to the Contractor as well as the Owner. Unless the Architect/Engineer's recommendation is accepted by the Contractor, the Florida State University, the Architect/Engineer and the Contractor shall meet to attempt to resolve the claim.

9.5.3 The Contractor shall carry on the Work and maintain the progress schedule during any mediation of litigation proceeding unless otherwise agreed by the Contractor and the Owner in writing, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

9.6 Harmony

9.6.1 Contractor is advised and hereby agrees that every reasonable and diligent effort shall be exerted to assure that all labor employed by the Contractor and the Subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by separate contractors during the course of the Work.
9.6.2 Contractor further agrees that this provision will be included in all subcontracts of the Subcontractor as well as in the Contractor's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

9.7 Assignment of Antitrust Claims

9.7.1 The Contractor agrees that, after completion of all Work under this Contract this Contract and all amendments thereto and prior to final payment, the Contractor will execute and deliver to the Owner an Assignment of Antitrust Claims in the following form: (See Section K)

9.7.2 The Contractor also agrees that prior to final payment, the Contractor will cause each of the suppliers and Subcontractors who have furnished services, goods or materials in connection with the performance of this Contract to execute and deliver to the Owner an Assignment of Antitrust Claims in the same form as specified in 9.7.1 hereinabove.

ARTICLE 10. MINOR PROJECT COMPLETION CHECKLIST

The Contractor's application for final payment shall be accompanied by a completed Minor Project Completion Checklist (See Section L) and all related closeout documents.

ARTICLE 11. ASBESTOS CONTAINING MATERIALS

The Contractor shall not utilize any asbestos containing materials during the accomplishment of this project.

ARTICLE 12. WARRANTY

The contractor shall provide to the owner, a written unlimited, uninterruptible warranty, guaranteeing all work, labor, and materials performed and installed under this contract for a period of (See section A.5) starting from the date of Substantial Completion. The warranty shall also guarantee the work of all subcontractors.
SECTION G
CHANGE ORDER NO. ___

FLORIDA STATE UNIVERSITY
MINOR CONSTRUCTION PROJECT REQUEST FOR CHANGE ORDER

PURCHASE ORDER NUMBER: ACCOUNT NUMBER:
CONTRACTOR: PROJECT LOCATION & DESCRIPTION OF WORK:
CHANGE REQUESTED:

JUSTIFICATION FOR CHANGE ORDER:

PRESENT CONTRACT AMOUNT: $________
COST OF THIS CHANGE ORDER: $________
TOTAL OF CONTRACT AFTER CHANGE: $________
The contract time will be (increased) (decreased) (unchanged) by____________________
The date of substantial/ final completion as of the date of this change order is____________

I, the undersigned do hereby certify, that based on my professional opinion:

1. This Change Order is in the best interest of the University;
2. This Change Order is essential to the successful and satisfactory completion of this project;
3. That the price submitted by the contractor for this Change Order has been carefully evaluated and
   has been found to be the lowest and best price available under the circumstances.

_________________________________     ____________________________________
Architect/ Engineer Signature - Date  Project Manager Signature - Date

_________________________________     ____________________________________
Budget Account Manager – Date  Contractor Signature - Date

________________________________________
Senior Project Manager Signature - Date

Revised August 2007
I. INSTRUCTIONS

The vendor must complete Section II of this form and have the appropriate signature notarized.

The vendor must also complete Section III by having the University representative responsible for approving the service or work performed sign in the proper space.

The fully executed form should be attached to the invoice and submitted for payment.

II. CERTIFICATE OF COMPLETION BY VENDOR

AGENCY:  Florida State University  PROJECT TITLE: __________________________________________

CONTRACTOR: __________________________________________ PURCHASE ORDER NUMBER_______________________

ORIGINAL CONTRACT AMOUNT $ 
CURRENT CONTRACT AMOUNT $ 
COMPLETED TO DATE $ 
LESS RETAINAGE (10%) $ 
LESS PREVIOUS PAYMENT $ 
TOTAL AMOUNT DUE THIS CERTIFICATE $ 

CONTRACTOR'S AFFIDAVIT

I CERTIFY, that the work under the above named contract and all amendments thereto have been satisfactorily completed, that all materials, labor and other charges against the project have been paid in accordance with the terms of the contract, 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 have been settled and that no Public Liability claims are pending, except as follows:

____________________________________________________________________________________________________________.

Sworn to and subscribed before me, ___________________________ A Notary Public, this the ___ day

of __________, 20___, ______________________ (Seal)

CONTRACTOR:

_____________________________ ______________________________
Signature – Date Typed Name

III. CERTIFICATE OF ACCEPTANCE BY UNIVERSITY REPRESENTATIVE

THIS IS TO CERTIFY THAT, to the best of my knowledge and belief the statements made in the above affidavit are true and the contractor's work on the project is accepted as being satisfactorily completed under the terms of the contract.

AGENCY: Florida State University

_____________________________ ______________________________
Signature – Date Typed Name

ARCHITECT/ENGINEER:

_____________________________ ______________________________
Signature – Date (If Applicable) Typed Name
SECTION I

FLORIDA STATE UNIVERSITY CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:____________________    PROJECT NO:_____________________

PURCHASE ORDER NO:____________________

The Work performed under the Purchase Order dated ________________________ between FLORIDA STATE UNIVERSITY, STATE OF FLORIDA, Owner, and ______________________________________________________, Contractor, for the construction of ____________________________________________________, was inspected and found to be substantially completed as of ________________.

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it was intended.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the Work on the list of items appended hereto within _____________ calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on ________________.

The responsibility of the Contractor to provide utilities shall cease on the date the Architect/Engineer determines the Work to have been substantially completed in accordance with the requirements of the Contract Documents. On the date so established by the Architect/Engineer as the date of Substantial Completion of the project, or beneficial occupancy, whichever comes first, the one year warranty shall commence running. All insurance coverage shall continue in force as provided by the Contract Documents.

ARCHITECT/ENGINEER            CONTRACTOR

(type name of firm)              (type name of firm)

By, ___________________________         By, ___________________________

(Authorized Representative)          (Authorized Representative)

**********FLORIDA STATE UNIVERSITY**********

Accepted by:________________________

Revised November 2006
SECTION J

FLORIDA STATE UNIVERSITY

CERTIFICATE OF FINAL CONTRACT COMPLETION

Page 1 of 2

PROJECT/PURCHASE ORDER NUMBER:

CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE:

CONTRACT AMOUNT:

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the Work under the above named Contract has 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 Workers' Compensation claims are covered by Workers' 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 Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the Work contemplated under said Contract.

CONTRACTOR:

__________________________________ (SEAL)

TITLE:________________________________

DATE:________________________________

STATE OF:
COUNTY OF:

Personally appeared before me this ______ day of ___________ 20____
__________________________________________, known (or made known) to me to be the _______

__________________________________________, (Owner) Partner) (Corporate Officer-Title)

__________________________________________,

Contractor(s), who, being by me duly sworn, subscribed to the forgoing affidavit in my presence.

__________________________________________

(Notary Public)

(Type Name):

My Commission Expires___________
CERTIFICATE OF ARCHITECT/ENGINEER

I CERTIFY: That, to the best of my knowledge and belief, the Work under the Owner- Contractor Agreement by and between the Florida State University, State of Florida and ______________________, dated____________________, has been satisfactorily completed under the terms of the Contract; that the Work is recommended for occupancy or use by the Owner; and that the Contractor has submitted a sworn affidavit as evidence that the Contractor has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract.

Contract Date of Purchase Order____________________________

Date of Notice to Proceed____________________________________

Days allowed by Contract_____________________________________

Extensions Granted by C. O.__________________________________

Total Days Allowable_________________________________________

Work Began___________________________________________________

Project Substantially Completed________________________________________

Days to Complete_____________________________________________

Underrun_____________________________________________________

Overrun______________________________________________________

A/E Firm Name________________________________________________

Date:__________________    By:_____________________________

CERTIFICATE OF ACCEPTANCE BY OWNER

THIS IS TO CERTIFY: That, based upon the statements made in the above affidavit and certificate, the Work is hereby accepted as completed for occupancy, operation and maintenance.

Florida State University: __________________________

By: __________________________

Date:__________________

Title: __________________________

(Authorized Representative)
SECTION K

ASSIGNMENT OF ANTITRUST CLAIMS

Upon receiving award of Contract, the Contractor and major Sub-Contractors agree to execute the following Assignment:

For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged,___________________________________________________________

(Company Name)

_______________________________________________________________________________

acting herein by and through___________________________________________________

(Authorized Individual's Name)

its __________________________________________________________________________

(Title of Authorized Individual whose signature appears below)

and duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now have 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

_____________________________________________________________________________

_____________________________________________________________________________

_______________________________________________________________________________

(state Contract Name, Number, Etc.)

PLACE SEAL HERE

By:____________________________

As Witnessed By: Date:____________________________

________________________________ ________________________________

(Company Name)
SECTION L

F.S.U. MINOR PROJECT COMPLETION CHECKLIST

PROJECT NUMBER: _________    DATE:___________________

BUILDING & PROJECT NAME:__________________________________________

CONTRACTOR:_______________________________________________________

ARCHITECT/ENGINEER:_______________________________________________

DATE OF SUBSTANTIAL COMPLETION:_________________

The following list of items MUST be achieved and/or submitted prior to final completion or final payment as delineated.

**FINAL COMPLETION**


___ 3. Assignment of Antitrust Claims from all subcontractors and materials suppliers.

___ 4. Letter of Certification of Completion of Punch List from Contractor.

___ 5. Completion of walk-thru and demonstration of electrical, HVAC, controls and other systems.


**FINAL PAYMENT**

___ 1. As-Built Drawings.

___ 2. All Warranties and Operation and Maintenance Manuals.

___ 3. Return of any keys that you may have.


___ 5. Final Payment Request.

**IMPORTANT: 1.** CONTRACTOR SHALL INITIAL BY EACH COMPLETED ITEM AND RETURN THIS FORM TO THE FSU PROJECT MANAGER

**2.** ITEMS THAT ARE NOT APPLICABLE TO THIS PROJECT SHALL BE MARKED “N/A” AND INITIALED BY THE CONTRACTOR.

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SECTION M

SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION

(Note to Architect/Engineer - this section is established for the inclusion of non-typical, non-technical items which, in the opinion of the Architect/Engineer, will require written clarification or instruction in connection with a specific project. With the exception of Article 1, Minority Business Enterprise Requirements, which is required for all projects, if one or more of the following items are totally, partially or not at all applicable to a particular project, it/they may be included, modified or deleted by the Architect/Engineer.)

TABLE OF ARTICLES

1. Minority Business Enterprise
2. Special Requirements for Threshold Buildings
3. Projects of Less than $100,000.00
4. Special Pre-qualification Requirements
5. Construction Facilities
6. Water
7. Electricity
8. Pre-construction conference
9. Project Drawings - Copies Furnished to Contractors
10. Federally Funded Projects

ARTICLE 1

MINORITY BUSINESS ENTERPRISE

1.1 RECOMMENDATION

Bidders are encouraged to utilize Minority Business Enterprises certified by the Department of Management Services, Office of Supplier Diversity.

ARTICLE 2

SPECIAL REQUIREMENTS FOR THRESHOLD BUILDINGS

2.1 STRUCTURAL INSPECTION PLAN

Chapter 553, Florida Statutes, defines a "Threshold Building" as "any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content greater than 500 persons." For such buildings the Contractor shall request from the Owner a structural inspection plan prepared by the Architect/Engineer prior to proceeding with the requirements of a Notice to Proceed. Usually this structural inspection plan will accompany the Notice to Proceed from the Owner. In the State University System, the Notice to Proceed equates with the building permit.
The structural inspection plan shall provide specific inspection procedures and schedules to assure compliance with the permitted plans. The Owner, with the advice of the Architect/Engineer shall determine whether a structure is a "Threshold Building".

2.2 SHORING, RESHORING AND INSPECTION

For a threshold building the Contractor shall provide or shall require his Subcontractor to provide, plans prepared by an engineer licensed to practice in Florida and retained by the Contractor or his Subcontractor for the preparation of plans for the shoring and the reshoring of the Work. These plans shall be filed with the Owner prior to the shoring or reshoring of the Work. Section 553.79(8), Florida Statutes, identifies the Contractor's responsibilities as: "The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management, and control of the construction activities on the project for which the building permit was issued". The Contractor shall notify the special inspector when the shoring is ready for inspection for conformance with the shoring and reshoring plans submitted to the Owner; however, such inspection shall not relieve the Contractor from responsibilities under Section 553.79(8), Florida Statutes.

ARTICLE 3

PROJECTS OF LESS THAN $100,000

3.1 WORK EXEMPT FROM BOND REQUIREMENTS

Any person or corporation entering into a formal contract with any university or with the Board of Regents for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a university building or university work the cost of which is less than $100,000 shall be exempt from payment and performance bonds in accordance with the provisions of Section 255.05, Florida Statutes, provided that the contract requires the contractor to be paid periodically only upon compliance with the applicable provisions of Section 255.05, Florida Statutes, and any rules adopted thereunder.

3.2 PROCEDURES FOR WORK WITHOUT BONDS

In all cases where a performance and payment bond is not provided, the following procedures shall be followed:

3.2.1 At any time prior to final completion of the Contract certified under Subparagraph 3.2.2 of these Special Conditions, the contracting authorities shall not authorize or make payment to the Contractor in excess of ninety percent (90%) of the amount due on the Contract on the basis of the Work suitably completed and material suitably stored on the site. In case of default by the Contractor, the laborers, materialmen, and Subcontractors, as defined in Section 713.01, F.S., making claims for unpaid bills, will be paid from the ten percent (10%) retainage on a pro rata basis as follows: the sum of all substantiated claims made shall be divided into each individual claim thereby deriving a percentage for each claim. The total retainage will then be multiplied by the percentage value and the result shall be the pro rata share of the retainage to be paid to the claimants; however, the payment shall not be more than the claim.
3.2.2 The final payment of retainage shall not be made until the Work has been inspected by the Architect/Engineer or other person designated by the contracting authority for that purpose and until that person designated by the contracting authority for that purpose and until that person has issued a written certificate that the Work has been constructed in accordance with the approved plans and specifications and approved change orders and until the contracting authority has accepted the building project.

3.2.3 Final payment shall not be made until the Contractor has supplied the contracting authority with signed and dated statements from all laborers, materialmen, and Subcontractors as defined in Section 713.01, F.S. and identified under Subparagraph 3.2.5 hereinafter, that they have no claims against the Contractor for Work under the Contract. Said statements shall identify the project by name and project number.

3.2.4 The Contractor shall provide evidence in the form of certified copies, that the Contractor has placed in the following form, on three occasions, in a local newspaper and has posted such notice 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),
(PROJECT NUMBER)
at (LOCATION).

All parties furnishing labor and/or materials to said Project are to provide notice of such in writing by certified mail to (insert the name of the university official executing the Purchase Order or Contract in behalf of the university) within twenty days of first providing such labor and/or materials."

3.2.5 The Contractor shall provide a certified list of all Subcontractors, laborers, and material suppliers to the Owner within thirty days of receipt of the notice to proceed with the Work. This list shall be updated thereafter each month (on the same date as the filing of the first certification) with a certified statement that the list and its updates include the names and addresses of all of those Subcontractors, laborers, and material suppliers furnishing labor and/or material or the Project.

3.2.6 When a Contractor receives any payment, the Contractor shall pay such moneys received to each Subcontractor and supplier in accordance with Section 287.0585, Florida Statutes.

3.2.7 The Contractor shall provide a written statement to the Owner which indicates how each payment requested will be distributed to Subcontractors and suppliers. This pay request breakdown shall define the disbursement intended for all of the funds requested.

3.2.8 The Contractor shall provide a written statement with all but the first pay request from each of the Subcontractors and suppliers indicated in 3.2.7 above that they have in fact received payment as indicated in the preceding statements.

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In the event any payment is not made as indicated a prior statement noted in Subparagraph 3.2.7 above, the Contractor shall furnish an explanation as to the reasons for such deviation and shall request approval from the Owner. The Contractor shall also return such unpaid funds to the Owner by providing a credit properly identified on the next pay request.

ARTICLE 4

SPECIAL PREQUALIFICATION REQUIREMENTS

(Note to Architect/Engineer: For some highly specialized projects, pre-qualification requirements in addition to those described under B-2 of the Instructions to Bidders may be specified here. The Architect/Engineer shall specify under this paragraph such additional information to be furnished for the pre-qualification for these specialized projects.)

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

ARTICLE 5

CONSTRUCTION FACILITIES

5.1 FIELD OFFICES

5.1.1 Architect/Engineer Field Offices: If required by the Contract Documents, the Contractor shall provide and maintain a watertight office at the Project for the exclusive use of the Architect/Engineer's representatives. It shall be a one-room office, at least 12' x 12' in size, with at least one window in each exterior wall and an independent outside entrance door fitted with hardware and lock. The room shall be equipped with artificial light, a bench with one drawer, a blueprint rack, a heater and a window air conditioner. This office and equipment shall become the property of the Contractor upon completion of the Work. A trailer satisfying the above requirements will be acceptable.

5.1.2 Contractor's Field Office: Trailers may be used for field offices. If required by the Contract Documents, the Contractor shall have a telephone installed in the Contractor's office and shall permit business use of it to Subcontractors and other trades who shall reimburse the Contractor for such use if so directed by the Contractor. Trades or Subcontractors wishing to install their own telephone service may do so at their own expense. The Architect/Engineer shall be informed of the job telephone numbers and a directory of all trades shall be installed adjacent to the phone in the Contractor's field office.
5.2 STORAGE AND WORK AREAS

At the start of the operations the Contractor shall make arrangements with the Architect/Engineer's Project Representative and the University's authorized representative for the assignment of storage and work areas. During construction the Contractor shall maintain the areas in a neat condition.

5.3 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with regulations of the State Board of Health.

ARTICLE 6

WATER

6.1 Water necessary to carry out the Work and for testing its plumbing and mechanical systems shall be furnished by the Owner; however, the Contractor shall make all connections, install a meter (if required), take out and pay for all permits necessary, do all piping and clear away all evidence of same after the Work is completed, as required to carry out the Work.

ARTICLE 7

ELECTRICITY

7.1 Unless otherwise required in the contract documents, all electricity for light and power necessary to carry out the Work and to test its electrical and mechanical systems shall be provided and paid for by the Owner; however, the Contractor shall make all connections, install a meter (if required), take out and pay for all permits necessary, perform all temporary wiring and clear away all evidence of same after the Work is completed, as required to carry out the Work.

7.2 TEMPORARY WIRING

Wiring shall meet all safety requirements of the National Electric Code and local requirements. In addition, all wire shall be so sized that it is not overloaded according to the National Electric Code and O.S.H.A. Standards, and any wire used shall be fused to adequately protect that wire according to the most restrictive applicable Code. The Contractor shall have an adequate number of outlets and each outlet shall be properly and clearly labeled with the maximum voltage and fuse protection. Where temporary lighting is used, outlets shall consist of weatherproof sockets insulated and provided with a locking type wire guard. All devices shall be provided with ground-fault protection.

ARTICLE 8

PRE-CONSTRUCTION CONFERENCE

8.1 Before beginning Work at the site the Contractor shall attend a pre-construction conference and be accompanied by the superintendent employed for the Work.
This conference will be scheduled by the university project manager who will arrange for the Architect/Engineer and other interested parties to be present. At this time all parties concerned will discuss the Work and prepare a program of procedure in keeping with requirements of the Contract Documents. The superintendent shall thereafter make every effort to expeditiously coordinate all segments of the Work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the plans and specifications for the Work.

ARTICLE 9

PROJECT DRAWINGS - COPIES FURNISHED TO CONTRACTORS

9.1 The Architect/Engineer will provide the Contractor with _______________ sets of drawings and ___________ sets of specifications upon Contract award. If additional sets are required by the Contractor, they will be furnished upon request for the cost of printing and handling.

ARTICLE 10

FEDERALLY FUNDED PROJECTS

(Note to Architect/Engineer: Article 10 of the Special Conditions is required in connection with projects whose funding includes any of several types of federal assistance moneys. It will be incumbent upon the Architect/Engineer to investigate and make a determination regarding the inclusion of this item for a particular project).

10.1 ACCESS TO RECORDS

The Contractor agrees to allow duly authorized representatives of the Owner, Governor's Energy Office, The Auditor General of the State of Florida, U.S. Department of Energy, or the Comptroller General of the United States access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, excerpts, and examinations.

10.2 COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.