

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 19th day of April in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Trustees of the South Florida Operating Engineers Apprentice & Training Fund
19700 Southwest 68th Court
Pembroke Pines, FL 33332

and the Contractor:
(Name, legal status, address and other information)

Itasca Construction Associates, Inc.
A Florida Corporation
6420 Congress Avenue, Suite 1900
Boca Raton, FL 33487

for the following Project:
(Name, location and detailed description)

Operating Engineers Training Building
19700 Southwest 68th Court
Pembroke Pines, FL 33332

The Architect:
(Name, legal status, address and other information)

Arcwerks Incorporated
21011 Johnston Street, Suite 108
Pembroke Pines, FL 33029

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Commencement shall be ten (10) days from receipt of a fully executed contract, all required permits from the City of Pembroke Pines and Broward County, and receipt of a written Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[C] Not later than two hundred (200) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Seventy Five Thousand Eight Hundred Sixty Eight and 00/100 Dollars (\$ 1,975,868.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
TBD

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
TBD

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item
TBD

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Should the General Contractor fail to achieve substantial completion as per Article 3.3, the Contractor shall pay to the Owner \$350.00 per day for each day the project is not complete. This liquidated damage clause shall be granted a fourteen (14) day grace period prior to the penalty being assessed (i.e. a \$350.00 per day penalty will be assessed beginning on the 215th day). Should delays occur that are not caused by the Contractor or any subcontractor working under Contractor, the Contractor shall be granted an extension equal to that of the delay, plus reasonable general conditions costs. In the event the project is delayed through no fault of the Contractor, the Contractor shall be reimbursed \$530.00 per day for each day of the associated delay, subject to a grace period of fourteen (14) days in the aggregate.

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the same month. If an Application for Payment is received by the Owner and Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) retainage shall be withheld from each payment application. Items exempt from retainage shall be per Article 5.1.7.1.1. Reduction of retainage shall be per Article 5.1.7.2.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Demolition (if applicable), General Conditions.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Total retainage amount shall be reduced to 5% upon completion of 50% of the contract sum. At no time shall the total amount of retainage held be less than 5% of the total amount of work complete.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Mark Schaunamen
19700 S.W. 68th Court Pembroke Pines, FL 33332
(305) 608-5444
mark@iuoe487.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. Joe Galinis
Itasca Construction Associates, Inc.
A Florida Corporation
6420 Congress Avenue, Suite 1900
Boca Raton, FL 33487
(561) 241-4999
joeg@itascaboca.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit "C"		

- .6 Specifications

Section	Title	Date	Pages
N/A			

- .7 Addenda, if any:

Init.

Number	Date	Pages
TBD		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

☐ The Sustainability Plan:

N/A

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

N/A

Document	Title	Date	Pages
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- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A" – Insurance provisions
Exhibit "B" – Itasca Construction Associates, Inc. proposal dated April 7, 2021
Exhibit "C" – Enumeration of plans
Exhibit "D" – Other provisions
Exhibit "E" – Unconditional Partial Waiver and Release
Exhibit "F" – Final Waiver and Release
Exhibit "G" – Forms of Bond

This Agreement entered into as of the day and year first written above.

Init.

**Trustees of the South Florida Operating
Engineers Apprentice & Training Fund**

**Itasca Construction Associates, Inc.,
A Florida Corporation**

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

Joe Galinis, President
(Printed name and title)

Init.

Itasca Construction Associates, Inc.

EXHIBIT "A" INSURANCE

The following limits of insurance are to be provided by Contractor:

- A. Worker's Compensation and Employers Liability
 - 1. Worker's Compensation-Statutory
 - 2. Employer's Liability
 - a. Bodily Injury by Accident \$1,000,000 each accident
 - b. Bodily Injury by Disease \$1,000,000 each employee
 - c. Bodily Injury by Disease \$1,000,000 policy limit
- B. Commercial General Liability
 - I. Bodily Injury and Property Damage
 - a. Each Occurrence \$1,000,000
 - b. General Aggregate \$2,000,000
 - c. Products & Completed Operations Aggregate \$2,000,000
 - d. Personal and Advertising \$1,000,000
 - e. Fire Damage \$1,000,000
 - f. Medical Expense \$10,000
- C. Comprehensive Automobile
 - I. Bodily Injury and Property Damage
 - a. Combined Single Limit \$1,000,000
- D. Umbrella Excess Liability
 - I. Bodily Injury and Property Damage
 - a. Each Occurrence (single project) \$10,000,000
 - b. General Aggregate \$20,000,000*
- E. Professional Liability
 - a. Occurrence \$2,000,000
 - b. Aggregate \$2,000,000

The following minimum requirements are to be provided by each Subcontractor:

- A. Workmen's Compensation
 - 1. Statutory
- B. Employer's Liability
 - 1. \$500,000
- C. Comprehensive General Liability, including Contractual Liability
 - Bodily Injury and Property Damage
 - 1. \$1,000,000 each occurrence
 - 2. \$2,000,000 general aggregate
 - 3. \$2,000,000 products/completed operations
- D. Motor Vehicle Liability
 - Bodily Injury and Property Damage
 - 1. \$1,000,000 combined single limit

Itasca Construction Associates, Inc.

April 7, 2021

International Union of Operating Engineers
19700 Southwest 68th Court
Pembroke Pines, FL 33332

Attn: Mr. Dan McCullers
Re: IUOE Training Facility – Rev. 5

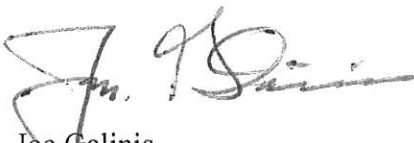
Dear Mr. McCullers:

Itasca Construction is pleased to provide you with this Rev. 5 proposal for the IUOE Training Facility to be located in Pembroke Pines, Florida. The total cost of the work will be **\$1,975,868.00** and is based on the space plan and elevations prepared by Arcwerks Incorporated dated January 22, 2021 and the attached qualifications. Also attached is a complete cost breakdown for your review.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

ITASCA CONSTRUCTION ASSOCIATES, INC.



Joe Galinis
President

JG/ss

Enclosures

cc: File(s)

Itasca Construction Associates, Inc.

INTERNATIONAL UNION OF OPERATOR ENGINEERS TRAINING FACILITY, PEMBROKE PINES, FL

QUALIFICATIONS – REV. 5

Division 1 – General Conditions

1. Permit fees, subcontractor permit fees, Certificate of Occupancy fees, impact fees, utility connection fees or other government-imposed fees are not included.
2. Design services are not included.
3. Builders Risk Insurance is not included.
4. Costs for material testing, density testing, and special inspections are not included.
5. Payment and Performance Bond is not included.
6. Provisions for LEED design, certification or commissioning are not included.
7. Project duration is anticipated to be approximately 6 ½-7 months from the issuance of all required building permits.
8. Surveying for construction of the building and sitework is included. Costs for Owner's surveys (boundary surveys, topo, establishing easements, etc.) are not included.
9. An allowance of \$3,500.00 is included for a permit processor.
10. Premiums, if any, for union affiliated trades will be provided as Alternates.
11. Relocation of metal storage containers or demolition of temporary building structures is not included.
12. Materials pricing is based on the current market and is subject to fluctuations.

Division 2 – Sitework/Demolition

1. Sitework costs include the following:
 - a. Clearing/grubbing
 - b. Earthwork/site grading
 - c. Underground utilities (water, sewer and drainage)
 - d. Sub grade, rock base, asphalt paving, asphalt millings, curbing
 - e. Signage/pavement markings
 - f. Curbing/sidewalks
2. Landscaping and irrigation costs are included per plan. Water source shall be the canal.
3. Costs for special soil improvements (demucking, pre-load, deep dynamic compaction, etc.) are not included.
4. Temporary fencing for construction is not included.
5. One (1) 32'x6' high double black vinyl chain link gate is included. Gates to be manually operated.
6. Demolition of the concrete pads onsite is limited to the concrete pads within the new building footprint.
7. Cost for installation of AT&T, Comcast or FP&L conduit is not included.
8. A turbidity barrier is not included for the adjacent canals. A staked silt fence is included.
9. Removal of Areca Palms at West property line is included.
10. Regrading, restoration and landscaping of canal bank is not included.

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Division 3 – Concrete

1. Building shall be a grade level, tiltwall building with clear heights as indicated on the plans.
2. Building slab thickness shall be 6" from grid line 1-2 and 8" from grid line 2-3 as specified on the plan.
3. One (1) dumpster enclosure is included.
4. Sidewalks in front of the building, at the main entry and within the parking lot are included per plan.
5. Barrier One concrete additive is not included.
6. Exterior concrete truck apron is included. Truck apron shall be 8" thick.
7. One (1) tiltwall dumpster enclosure is included.

Division 4 – Masonry

N.I.C.

Division 5 – Metals

1. Roof structure shall be 1.5" corrugated deck and girders supported by tube steel column, bar joists and girders. Column spacing shall be per the plan.
2. The roof structure decking is to be G90 coated. A white painted deck is not included.
3. Columns and steel structure to support Owner provided rail crane are not included.
4. Supply and installation of "Contempra Series" wall panel is included at the main entrance per plan.
5. One (1) interior wall mounted roof access ladder and one (1) "Up and Over" wall mounted roof ladder is included per plan.
6. One (1) set of black vinyl coated chain link dumpster gates is included.
7. Six (6) galvanized lintels are included per plan.
8. Steel angle supports for exhaust fans, gravity intake and roof hatch are included.

Division 6 – Wood & Plastics

1. Cabinetry costs are based on standard plastic laminate cabinets and are included as shown.
2. Vanities in male/female restrooms are included.
3. An allowance of \$6,890.00 is included for solid surface countertops at the restrooms and Breakroom under Division 9.
4. Shelving, reception desk, or other built-in units are not included.

Division 7 – Thermal & Moisture Protection

1. Roofing shall be a single ply, .60 mil TPO membrane over R-19.2 isocyanurite insulation board. The roof will slope in one direction and drain via collector heads and downspouts.
2. A twenty (20) year NDL warranty is included.

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3. Caulking of the tiltwall panel joints shall be on the interior and exterior side of the tiltwall panels.
4. Caulking of slab control joints is not included.
5. A metal coping cap is included at the main entrance where the metal wall panels are to be installed only. A coping cap is not included at the remainder of the tiltwall panels.

Division 8 – Doors & Windows

1. Glass and glazing is included per the elevations. Glass shall be impact resistant.
2. Two (2) 3'0"x7'0" hollow metal doors are included at the exterior walls per plan.
3. Interior glass shall be 1/4" tempered glass set in an aluminum clip sash frame.
4. Two (2) overhead coiling doors are included and shall be 12'x14' roll up doors as shown.
5. Electric operators for roll up doors are included.
6. Eighteen (18) 3'0"x7'0" non-rated wood doors are included for the Office area. Doors shall be solid core set in a hollow metal frame.
7. Two (2) 3'0"x7'0" two (2) hour rated wood doors are included for openings 114 and 115. Doors shall be solid core set in a hollow metal frames.
8. One (1) over counter interior coiling door is included.
9. One (1) two (2) hour rated 4'x4' window is included between the garage area and Office #2.

Division 9 – Finishes

1. Ashford Formula floor sealer is not included for the floor slab.
2. Exterior painting is included and shall be a textured paint finish.
3. Painting of interior concrete walls is not included.
4. Interior painting includes all Offices, Classrooms and doors/frames.
5. Interior drywall costs are included per plan.
6. 2'x4' and 2'x2' acoustical ceiling tile set in 15/16" grid is included as specified per plan.
7. Flooring costs are as follows:
 - a. Armstrong "Natural Creations" LVT is included at the areas listed on the finish schedule dated January 22, 2021.
 - b. An allowance of \$7.50/SF is included for porcelain floor tile in the unisex toilet/shower room, women's toilet room and men's toilet room.
 - c. An allowance of \$5.95/SF is included for tile wall base in the areas receiving floor tile. Wall tile for shower is not included.
8. Vinyl base is included per plan.
9. Wall protection by Ingio is included up to 48" A.F.F. in the janitor's closet and unisex shower room.
10. Painting of the crane support structure is not included.

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11. All outside wall corners in the Lobby, corridor and Training Room to receive flexible tape on corner guards by Impro.

Division 10 – Specialties

1. Two (2) surface mounted fire extinguishers and three (3) cabinet mounted fire extinguishers are included.
2. Toilet accessories are included per plan.
3. Plastic laminated toilet partitions are included per plan.
4. Code required signage (numbers) is included. Owner building signage at main entry is not included.
5. Four (4) aluminum canopies by Hoover are included per plan.
6. Two (2) "Acoustical 900 Series" folding partitions are included.
7. An allowance of \$700.00 is include for interior signage.
8. Substantial completion of the project shall not be delayed by the installation of the folding partitions.

Division 11 – Equipment

1. One (1) HVLS "Big Ass Fan" with a 16' blade diameter is included.

Division 12 – Furnishings

1. Appliances are not included.
2. An allowance of \$2,700.00 is included for window coverings.

Division 13 – Special Construction

N.I.C.

Division 14 – Conveying Systems

1. Crane and structural components are not included and shall be provided by Kone per the plans.

Division 15 – Mechanical

1. Fire sprinkler system is not included.
2. Plumbing cost includes overhead water and underground sanitary sewer installed as shown. Fixture count shall be per the plan.
3. One (1) drywell for the HVAC condensate system is included.
4. One (1) eyewash station is included in the garage.
5. Interior roof drains are not included.
6. One (1) water heater is included.

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7. HVAC system to include three (3) split systems, two (2) exhaust fans and three (3) gravity intakes.
8. Six (6), 6'x6' Miami-Dade approved wall mounted louvers are included.
9. Restroom exhaust is included as required.
10. Four (4) duct detectors are included.

Division 16 – Electrical

1. Electrical cost shall be per plan.
2. All lighting fixtures to be LED.
3. Exterior site lighting is included per Sheet E1.1 dated March 2, 2021.
4. Power to the Owner provided hoist crane is included.
5. Power to the irrigation controller and pump is included.
6. A fire alarm system is not included.
7. The FP&L transformer location is unknown. 250' of secondary feeders are included.
8. Low voltage wiring (phone, data, security, etc.) is not included.
9. Cost for FP&L or AT&T primary services are not included.

ALTERNATES

1. Provide steel erection by Hodges ErectorsAdd \$43,302.00
2. Provide HVAC system installation by Union affiliated mechanical contractorAdd \$19,383.00
3. Provide electrical system installation by Union affiliated electrical contractor TBD
4. Provide interior door hardware by Yale..... Deduct <\$6,050.00>
5. Cost to provide Payment and Performance BondAdd \$22,034.00

END OF DOCUMENT

Itasca Construction Associates, Inc.

ESTIMATED JOB COST

Project: International Union of Operating Engineers
 Location: Permbroke Pines, FL
 Date: April 7, 2021
 Description: Build to Suit Office

Prepared For: Mr. Daniel McCullers
 Prepared By: VC
 Job #: P6197
 Total SF: 8,025

	ESTIMATED COST	COST PER SF	% OF TOTAL	COMMENTS
DIV. 1 - GENERAL CONDITIONS	192,265	23.96	9.73%	Includes a project duration of 7 months pending steel delivery
DIV. 1 - PERMIT EXPEDITER	3,500	0.44	0.18%	Includes a \$3,500 allowance for the permit expediter
DIV. 2 - SITE WORK	341,954	42.61	17.31%	Includes, Water, Sewer, Drainage and Paving Costs
DIV. 3 - CONCRETE	350,200	43.64	17.72%	Includes (1) new building, (1) dumpster enclosure, (1) concrete apron
DIV. 4 - MASONRY	0	0.00	0.00%	N.I.C.
DIV. 5 - METALS	192,536	23.99	9.74%	Includes the joist/girder packae and misc. metals
DIV. 6 - CARPENTRY	6,405	0.80	0.32%	Includes laminate cabinetry
DIV. 7 - THERMAL / MOIST. PROT.	66,525	8.29	3.37%	Includes TPO roofing and panel caulking
DIV. 8 - DOORS / WINDOWS	87,283	10.88	4.42%	Includes wood doors and coiling garage doors
DIV. 9 - FINISHES	141,936	17.69	7.18%	Includes painting, flooring ceilings
DIV. 10 - SPECIALTIES	57,805	7.20	2.93%	Includes (2) folding wall partitions
DIV. 11 - EQUIPMENT	8,786	1.09	0.44%	Includes (1) Big Ass Fan in the garage
DIV. 12 - FURNISHINGS	2,700	0.34	0.14%	Includes 1" blinds
DIV. 13 - SPECIAL CONSTRUCTION	22,550	2.81	1.14%	Includes aluminum canopies
DIV. 14 - CONVEYING SYSTEMS	0	0.00	0.00%	
DIV. 15 - MECHANICAL	197,859	24.66	10.01%	Includes HAVC splits, make up air and exhaust fans
DIV. 16 - ELECTRICAL	178,700	22.27	9.04%	Includes building lighting power and site lighting
SUB-TOTAL	1,851,004	230.65	93.68%	
OVERHEAD AND INSURANCE	58,047	7.23	2.94%	
FEE	66,817	8.33	3.38%	
SUB-TOTAL	1,975,868	246.21	100.00%	
PAYMENT / PERFORM. BOND	0	0.00	0.00%	
TOTALS	\$1,975,868	246.21	100%	

EXHIBIT "C"
OPERATING ENGINEERS TRAINING BUILDING
ENUMERATION OF PLANS
Page 1 of 3

<u>Sheet</u>	<u>Detail</u>	<u>Date</u>	<u>Latest Revised Date</u>
TI	Cover	01/22/21	----
<i>Civil</i>			
COV	Cover	01/22/21	----
C1.0	Civil construction notes	01/22/21	----
C1.1	Civil construction notes (continued)	01/22/21	----
C2.0	Civil improvement plan	01/22/21	----
C2.1	Cross sections	01/22/21	----
C3.0	Paving, grading and drainage construction details	01/22/21	----
C3.1	Paving, grading and drainage construction details (cont)	01/22/21	----
C3.2	South Broward drainage district details	01/22/21	----
C4.0	Water and sewer construction details	01/22/21	----
C4.1	Water and sewer construction details (continued)	01/22/21	----
C5.0	Erosion control plan	01/22/21	----
C5.1	Erosion control standard details	01/22/21	----
C6.0	Photometric plan	01/22/21	----
C7.0	Fire access plan (auto-turn swept path analysis)	01/22/21	----
C8.0	Pavement markings and signage	01/22/21	----
C8.1	Broward County traffic engineering division details	01/22/21	----
<i>Structural</i>			
S-0.00	Structural notes	01/22/21	----
S-0.01	Abbreviations	01/22/21	----
S-1.00	Typical details	01/22/21	----
S-1.01	Typical details	01/22/21	----
S-2.00	Foundation level-structure plan	01/22/21	----
S-2.01	Ground level-general structure plan	01/22/21	----
S-2.02	Roof level-general structure plan	01/22/21	----
S-3.00	Sections and details	01/22/21	----
S-3.01	Sections and details	01/22/21	----
S-3.02	Sections and details	01/22/21	----
S-3.10	Sections and details	01/22/21	----
S-3.11	Sections and details	01/22/21	----
S-4.00	Schedules	01/22/21	----
S-4.01	Components and cladding diagram	01/22/21	----
S-5.00	3D views	01/22/21	----

EXHIBIT "C"
OPERATING ENGINEERS TRAINING BUILDING
ENUMERATION OF PLANS
Page 2 of 3

<u>Sheet</u>	<u>Detail</u>	<u>Date</u>	<u>Latest Revised Date</u>
<i>Architectural</i>			
SP-1	Site plan, data and key plan	01/22/21	----
SP-2	Project data, plan enlargement, details, elevations & notes	01/22/21	----
A-1	Floor plan, legend and keynote	01/22/21	----
A-2	Ceiling plan, legend, key notes and detail	01/22/21	----
A-3	Roof plan, key notes and details	01/22/21	----
A3.1	Roof specifications and detail	01/22/21	----
A-4	East and south elevations and key notes	01/22/21	----
A-5	West and north elevations and key notes	01/22/21	----
A5.1	Color elevations	01/22/21	----
A5.2	Color elevations	01/22/21	----
A-6	Tilt-up panel elevations and details	01/22/21	----
A-7	Tilt-up panel elevations and details	01/22/21	----
A7.1	Tilt-up panel elevations	01/22/21	----
A7.2	Tilt-up panel elevations	01/22/21	----
A-8	Transverse and longitudinal section and keynote	01/22/21	----
A8.1	Transverse section, key notes and penetration details	01/22/21	----
A-9	Tilt wall sections and key notes	01/22/21	----
A-10	Tilt wall sections and details	01/22/21	----
A-11	Tilt wall sections and details	01/22/21	----
A-12	Tilt wall sections and details	01/22/21	----
A12.1	Details and notes	01/22/21	----
A-13	Toilet rooms plan enlargement, elevations, legend, notes and schedule	01/22/21	----
A13.1	Millwork section, elevations and details	01/22/21	----
A13.2	Florida accessibility code requirements	01/22/21	----
A13.3	Florida accessibility code requirements	01/22/21	----
A13.4	Florida accessibility code requirements	01/22/21	----
A13.5	Florida accessibility code requirements	01/22/21	----
A-14	Door/hardware schedules and details	01/22/21	----
A-15	Finish schedule, materials legend and notes	01/22/21	----
A-16	Elevations, sections, details and notes	01/22/21	----
<i>Life Safety</i>			
LS-1	Life safety and HC clearance plan, legend, project data and details	01/22/21	----
LS-2	Partial life safety and HC clearance plan	01/22/21	----
LS-3	Partial life safety and HC clearance plan	01/22/21	----
LS-4	Partial life safety and HC clearance plan	01/22/21	----

EXHIBIT "C"
OPERATING ENGINEERS TRAINING BUILDING
ENUMERATION OF PLANS
Page 3 of 3

<u>Sheet</u>	<u>Detail</u>	<u>Date</u>	<u>Latest Revised Date</u>
<i>Mechanical</i>			
M0.1	Mechanical notes	01/22/21	----
M2.1	Mechanical plan	01/22/21	----
M6.1	Mechanical schedules	01/22/21	----
M6.2	Mechanical schedules	01/22/21	----
M7.1	Mechanical details	01/22/21	----
M7.2	Mechanical details	01/22/21	----
<i>Electrical</i>			
E0.1	Electrical notes	01/22/21	----
E1.1	Site power plan	01/22/21	----
E1.2	Site photometric plan	01/22/21	----
E2.1	Lighting plan	01/22/21	----
E3.1	Power plan	01/22/21	----
E5.1	Riser diagram	01/22/21	----
<i>Plumbing</i>			
P0.1	Plumbing notes	01/22/21	----
P2.1	Sanitary plan	01/22/21	----
P3.1	Domestic water plan	01/22/21	----
P5.1	Sanitary isometric	01/22/21	----
<i>Landscaping</i>			
LP-1	Landscape plan	01/2020	01/04/21
LP-2	Landscape details	01/2020	07/10/20
IR-1	Landscape plan	01/2021	----

EXHIBIT "D" - OTHER PROVISIONS

PAGE 1 OF 4

1. The General Contractor will not be responsible for hidden or unknown conditions which exist on the site including, but not limited to; poor soil conditions, underground utilities, conduit/piping in floor slab/walls, or other similar conditions. If concealed or unknown conditions affect the performance of the work and vary from those indicated by the Contract Documents, the Contractor shall immediately notify the Owner/Architect. If applicable, the Contract Sum and completion time shall be equitably adjusted for repair/treatment such concealed conditions by Change Order.
2. The General Contractor will not be responsible for repair or replacement of existing improvements previously provided by other contractors or firms that do not meet code requirements or have not been completed in satisfactory manner unless these improvements are specifically included in the stated scope.
3. The General Contractor will not be held responsible for the design, upgrading or modifying existing facilities to meet current Federal or State ADA/Handicap Codes. If improvements of this nature are indicated within the construction documents, the General Contractor will be responsible only for those improvements indicated within the documents.
4. The execution of this contract will authorize the General Contractor to immediately order any and all materials necessary for the construction of the project. This authorization will not relieve the General Contractor from responsibilities of submitting shop drawings prior to fabrication (if required).
5. The procedure for providing Releases of Lien shall be as provided in Section 9.3.1.3 and General Contractor shall submit application for payment in accordance with the terms set forth therein. In accordance with the contract documents, funds are to be issued to the General Contractor. The General Contractor shall provide to the Owner a General Contractor's Partial Release of Lien current with the funding for that month's invoice. The General Contractor, upon receipt of payment for that month, shall issue checks to the subcontractor's for that billing period. The General Contractor shall receive Releases of Lien from each subcontractor upon payment to that Subcontractor. These subcontractor releases shall be provided to the Owner within fifteen (15) days of receipt of payment to the General Contractor. This process shall continue through the final draw, which shall substitute Final Releases for Partial Releases. No payments shall be made to subcontractors until the Owner has funded the associated work.
6. If any Subcontractor working under the direction of the General Contractor completes the work stipulated within this contract prior to the completion and final billing of the General Contract, the Subcontractor's final payment (retention) shall be paid in accordance with standard billing procedures as indicated within the Contract Documents. Subcontractors who complete work early in the project will not have their retention withheld until the General Contractor's final payment. The Owner and his representatives retain the right to review this Subcontractor's work to determine acceptability and satisfactory completion prior to payment.
7. The Owner shall furnish reasonable evidence satisfactory to the General Contractor, prior to commencing work and at such future times as may be required, that sufficient funds are available and committed for the entire cost of the project.

EXHIBIT "D" - OTHER PROVISIONS

PAGE 2 OF 4

8. The Owner shall purchase and maintain property insurance upon the Work to the full insurable value thereof on a replacement cost basis. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property. This insurance shall include interests of the Owner, the Contractor and their respective contractors and subcontracts in the Work. The Owner shall be responsible to pay any and all deductibles associated with a claim on this policy. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal. If the Owner does not intend to purchase such property insurance required, the Owner shall so inform the Contractor prior to commencement of the construction and the Contractor shall have the right to purchase the appropriate coverage and add the cost to the cost of the work, plus overhead and fee on that cost. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, then the Owner shall bear all reasonable costs properly attributable thereto.
9. General Contractor shall provide a Certificate of Insurance naming the Owner as Additionally Insured upon execution of the Contract.
10. Substantial completion is hereby defined, as the point at which the project is ready for its intended use. Substantial completion shall in no way be construed to include completion of punch list work, cosmetic items installations and set up of furniture. Furthermore, if such work, or failure to complete such work, infringes or in any way interferes with the Contractors ability to achieve substantial completion, the Contractor shall be granted an extension of time as set forth below. If Contractor has not achieved the completion of the work by the date stipulated within the contract documents but the delay in completion is not attributable to contractor, then the completion date, will be extended one (1) full day ("Extension Day") for each day of delay caused by the other party. The Contractor shall be reimbursed for additional general conditions cost plus overhead and fee associated with the delay.
11. Any provisions for liquidated damages shall represent the full recoverable damages by the Owner against the Contractor for all claims, damages or remedies relating to timely performance and completion of the project.
12. In the event the Owner's Consultants, Owner's Contractors, or other reasons not the responsibility or fault of the Contractor, causes a delay to the project concurrent with a delay caused by the Contractor, the Contractor shall be assessed liquidated damages only to the extent that Contractor's delays exceeded Owner's delay. Should Owner's delay exceed the Contractor's delay, no liquidated damages shall be charged to the Contractor.

EXHIBIT "D" - OTHER PROVISIONS
PAGE 3 OF 4

13. The Contractor shall be reimbursed for all costs incurred prior to commencement of construction activities if for any reason the project is stopped. These costs shall include all Project Manager's/Superintendent's time to date at "\$61.00" per hour and any other costs associated with the preparation for construction including, but not limited to miscellaneous costs such as printing, Federal Express charges, etc. The costs incurred shall receive Contractor's overhead and fee consistent with current fee structure.
14. The Owner shall have the right to occupy or permit its tenant to occupy portions of the project prior to full completion subject to the following provisions: (a) the Owner and occupant shall take all precautions so as not to interfere with the continued progress of the Contractor's work, (b) the Owner and Occupant will hold Itasca Construction Associates, Inc. harmless for theft or damage of any kind for the occupancy's material, tools, furniture, stored items, etc., during the construction process, (c) any Vendors/Subcontractors/Subsubcontractors which will not be under agreement with the General Contractor shall provide a Certificate of Insurance prior to any materials, or workmen arriving at the project (d) permission is granted to do so by the governing authorities.
15. As stipulated elsewhere in the contract in general conditions, the General Contractor shall protect the Owner against liens from vendors, subcontractors, materialmen, suppliers, etc. Except in the event of a dispute between Owner and Contractor with respect to the associated lien, this protection shall be provided only and to the extent the Contractor has been paid for services associated with the lien, and except as herein provided, if liens are placed on the project due to non-payment, the Contractor shall be reimbursed for all costs associated with removing said liens plus overhead and fee.
16. For each 2 days that any invoice is past due, per the terms and agreements herein, the contract duration and the date of substantial completion shall be extended one (1) calendar day. These extensions shall be cumulative over the duration of the contract.
17. Payment due by the Owner to the Contractor, shall not be subject to issues or conditions outside of the terms and scope of this contract.
18. Contractor shall have the right to make a claim in the event costs for materials and labor are affected due to force majeure. Force majeure shall be defined as fire, flood, earthquake, hurricane, unavailability of labor, materials, equipment or fuel; war, acts of terrorism, strike, labor dispute, delays caused by the City of Owner of Acts of God. Except as set forth above, force majeure shall not include delays due to normal inclement weather and /or delays in obtaining labor or materials (except if such delays in obtaining labor or materials is due to a labor strike).
19. Any funds disbursed on a reimbursable basis must be reimbursed by the Owner within five (5) business days of the disbursement of the funds by the Contractor. The Contractor shall invoice the Owner at the time of the disbursement.

EXHIBIT "D" - OTHER PROVISIONS
PAGE 4 OF 4

20. Any adjustments to the Application and Certificate for Payment must be made within seven (7) days of receipt of the Application by Owner or Architect from Contractor.
21. Any design work provided under this Agreement must be reviewed and approved by the Owner and Architect. The Owner and Architect shall have seven (7) days from the day the Contractor submits copies to Owner and Architect, to approve the design work and/or issue comments. Any design work not approved within the seven (7) day approval time will be deemed compliant under the terms of this Agreement.
22. No additional work is to be performed under this Agreement without the written consent of the Owner. Written acceptance of the costs of the work by the Owner, or written Notice to Proceed with the changes, shall serve as a Change Order to the Agreement for the interim period between the time the change is authorized and the time that a formal Change Order can be processed. The Owner shall have seven (7) days to execute Change Orders for work previously approved in writing. Change Orders not properly executed within seven (7) days of receipt by Owner will be deemed accepted under the terms of this Agreement.
23. If a conflict exists between the scope of work as outlined by two (2) or more sheets of the plans, the more detailed plan shall govern. Engineering drawings shall govern over architectural drawing with regard to the installation of civil, plumbing, electrical and mechanical work.
24. If a conflict exists between the language of the contracted scope of work per the Agreement and the scope of work as outlined in the drawings, the Contractor shall, promptly following discovery of same, notify Owner and Architect of the conflict and the parties shall promptly attempt to resolve the conflict, failing which, the contracted scope of work per the Agreement will govern. If a conflict exists between individual documents contained in the Agreement itself, the Exhibits to the Agreement shall govern over the Standard Form of Agreement itself. The qualifications of the construction proposal shall have precedent over all conflicting language.
25. All warranties and other close out documents as required shall be provided in electronic format.

END OF DOCUMENT

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Exhibit "F"

UNCONDITIONAL WAIVER AND RELEASE OF LIEN
OF FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$_____ hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Trustees of the South Florida Operating Engineers Apprentice & Training Fund** on the job of to the following described property:

Job# _____
Operating Engineers Training Building
19700 Southwest 68th Court
Pembroke Pines, FL 33332

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified. This waiver is null and void in the event that the funds specified above do not clear.

Dated On _____.

Lienor's Name: **Itasca Construction Associates, Inc.**
Address: **6420 Congress Avenue # 1900**
Boca Raton FL 33487

By: _____

Printed Name: _____

Sworn to and subscribed before me this ____ day of _____, by means of (___) physical presence or (___) online notarization.

My commission expires:

Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



Bond #

PAYMENT BOND

CONTRACTOR:

(Name, legal status and address)

SURETY:

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

CONSTRUCTION CONTRACT

Date:

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Amount:

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*

Company:

SURETY

(Corporate Seal)

Company: North American Specialty Insurance Company

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

(Corporate Seal) **SURETY**

(Corporate Seal)

Company:

Company:

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address:



Bond #

PERFORMANCE BOND

CONTRACTOR:

(Name, legal status and address)

SURETY:

Westport Insurance Corporation
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

CONSTRUCTION CONTRACT

Date:

Amount:

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Description:

(Name and location)

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*

Company:

SURETY

(Corporate Seal)

Company: Westport Insurance Corporation

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name
and Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. **Definitions**
 - 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company:

SURETY *(Corporate Seal)*
Company:

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address