

**Guaranteed Maximum Price Amendment to  
Contract between Owner and Construction Manager  
For the Florida Senate Office Building Fourth Floor Renovations**

Pursuant to the Contract between Owner and Construction Manager for the Florida Senate Office Building Fourth Floor Renovation, the Parties agree to amend the Contract to establish a Guaranteed Maximum Price (GMP). The GMP is the amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work.

The Contract Sum is guaranteed by the Construction Manager not to exceed Five million, six hundred thirty-four thousand, one hundred and fifty-nine dollars (\$5,634,159) subject to additions and deductions by Change Order as provided in the Contract. Change Order #1 total to be added to contract is \$3,971,357.

Attached hereto are the following documents included in this GMP Amendment and upon which the GMP Amendment is based:

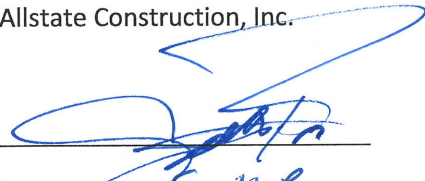
- Section 1: Project Summary
- Section 2: Clarifications
- Section 3: Detailed Estimate
- Section 4: Schedule
- Section 5: List of Documents

The date to begin furniture moving is May 10, 2023.

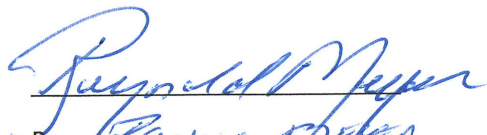
The date of Substantial Completion is September 1, 2023.

Executed by the Parties below:


Allstate Construction, Inc.

  
By: Scott Brewer  
Date: 2.2.23

The Florida Senate

  
By: Raymond M. Meyer  
Date: 10 Feb 2023

Reviewed for legal content:

 2/10/2023



January 11, 2023

ATTN: Mr. Reynold Meyer  
The Florida Senate  
Suite 409, The Capitol  
404 S. Monroe Street  
Tallahassee, FL 32399  
Email: [Meyer.Reynold@flsenate.gov](mailto:Meyer.Reynold@flsenate.gov)

**Re: Change Order #1**  
Project: Florida Senate Office Building 4<sup>th</sup> Floor Renovations

Dear Mr. Meyer,

Enclosed is our Change Order #1 Proposal for the Florida Senate Office Building Fourth Floor renovation project. This GMP is based on the documents prepared by Hicks Nation Architects, as referenced in the attached List of Documents (Section 5), and Allstate's Clarifications (Section 2) which are also attached to this proposal.

We look forward receiving approval of the Change Order in order to begin the procurement process.

Please let us know if you need any additional information.

Sincerely,

**ALLSTATE CONSTRUCTION, INC.**

Brian Marconnet  
Project Manager

# PERFORMANCE BOND

20220008425  
THIS DOCUMENT HAS BEEN RECORDED  
IN THE PUBLIC RECORDS OF  
LEON COUNTY FL  
BK: 5696 PG:1799, Page 1 of 11  
02/04/2022 at 12:41 PM,

GWEN MARSHALL, CLERK OF COURTS

**Bond No:** 21BCSIU4390

## CONTRACTOR:

(Name, legal status and address)

Allstate Construction, Inc.  
5718 Tower Road  
Tallahassee, FL 32303

## SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company  
The Hartford - Bond Claim Department  
One Hartford Plaza, T-4  
Hartford, CT 06155

## OWNER:

(Name, legal status and address)

The Florida Senate  
Suite 409, The Capitol, 404 S. Monroe Street  
Tallahassee, FL 32399



This bond approved this 4th day  
of February, 2022  
Gwen Marshall  
Clerk of Circuit Court  
By: [Signature] DC

## CONSTRUCTION CONTRACT

Date: March 1, 2021

Amount: \$1,662,802.00 One Million Six Hundred Sixty Two Thousand Eight Hundred Two Dollars and 00/100

Description:

(Name and location) Senate Office Building 4th Floor Building Renovations

## BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$1,662,802.00 One Million Six Hundred Sixty Two Thousand Eight Hundred Two Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 16

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND  
LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA  
STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN  
BY REFERENCE.

## CONTRACTOR AS PRINCIPAL

Company: Allstate Construction, Inc.

Signature: [Signature] (Corporate Seal)

Name and Title: PRESIDENT

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

(FOR INFORMATION ONLY - Name, Address and telephone)

## AGENT or BROKER:

McGriff Insurance Services, Inc.  
2211 7th Avenue, South  
Birmingham, AL 35233  
205-252-9871

## SURETY

Company: Hartford Fire Insurance Company

Signature: [Signature] (Corporate Seal)  
Name and Title: Mark W. Edwards, II  
Attorney-in-Fact

## OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

Hicks Nation Architects, Inc.  
1382 Timberlane Road, Suite C  
Tallahassee, FL 32312

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND  
LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA  
STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN  
BY REFERENCE.

**§ 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:

Section 8 is hereby deleted in its entirety and replaced with the following:

If the Surety elects to act under Section 5.1, 5.2, 5.3, or 5.4, the Surety's liability is limited to the amount of this bond.

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

#### **CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

Signature:

Name and Title:

Address

#### **SURETY**

Company:

*(Corporate Seal)*

Signature:

Name and Title:

Address

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES INC

Agency Code: 21-250036

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_\_.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*  
Keith D. Dozois, Assistant Vice President

# PAYMENT BOND

**Bond No:** 21BCSIU4390

**CONTRACTOR:**

*(Name, legal status and address)*

Allstate Construction, Inc.  
5718 Tower Road  
Tallahassee, FL 32303

**SURETY:**

*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
The Hartford - Bond Claim Department  
One Hartford Plaza, T-4  
Hartford, CT 06155

**OWNER:**

*(Name, legal status and address)*

The Florida Senate  
Suite 409, The Capitol, 404 S. Monroe Street  
Tallahassee, FL 32399

**CONSTRUCTION CONTRACT**

Date: March 1, 2021

Amount: \$1,662,802.00      One Million Six Hundred Sixty Two Thousand Eight Hundred Two Dollars and 00/100

Description:

*(Name and location)* Senate Office Building 4th Floor Building Renovations

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$1,662,802.00      One Million Six Hundred Sixty Two Thousand Eight Hundred Two Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: Allstate Construction, Inc.

Signature:  *(Corporate Seal)*

Name and Title: PRESIDENT

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

*(FOR INFORMATION ONLY – Name, Address and telephone)*

**AGENT or BROKER:**

McGriff Insurance Services, Inc.  
2211 7th Avenue, South  
Birmingham, AL 35233  
205-252-9871

**SURETY**

Company: Hartford Fire Insurance Company

Signature: Mark W. Edwards, II *(Corporate Seal)*

Name and Title: Mark W. Edwards, II  
Attorney-in-Fact

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*

Hicks Nation Architects, Inc.  
1382 Timberlane Road, Suite C  
Tallahassee, FL 32312

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

§ 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:

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

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

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

Signature:

Name and Title:

Address

**SURETY**

Company:

*(Corporate Seal)*

Signature:

Name and Title:

Address

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES INC

Agency Code: 21-250036

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freely, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of: \_\_\_\_\_

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*  
Keith D. Dozois, Assistant Vice President

Permit No. \_\_\_\_\_  
Tax Folio No. 2136251531450

B - 4

**NOTICE OF COMMENCEMENT**

To Whom It May Concern:

The undersigned hereby informs you that improvements will be made to certain real property with Section 713.13 of the Florida Statutes, the following information is stated COMMENCEMENT.

1. Description of property: Government Office  
Legal Description: The Florida Senate  
Street Address: 400 N. Monroe Street, Tallahassee, FL 32303
2. General description of improvements: Capitol Building 4th Floor Renovation
3. Owner's Information: Name: The State of Florida Department of Management Services  
Address: 4050 Esplanade Way, Suite 335, Tallahassee FL 32399-0950  
Interest in Property: \_\_\_\_\_  
Name and Address of fee simple titleholder (if other than owner): \_\_\_\_\_
4. Contractor Information: Name: Allstate Construction, Inc.  
Address: 5718 Tower Road, Tallahassee, FL 32301  
Telephone No. 850-514-1004 Fax No. (Opt.) 850-514-1206
5. Surety Information: Name: The Hartford  
Address: The Hartford - Bond Claim Dept - One Hartford Plaza, T-4, Hartford, CT 06155  
Amount of Bond: \$1,662,802.00  
Telephone No. 205-581-9448 Fax No. (Opt.) 205-581-9463
6. Lender Information: Name: N/A  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. (Opt.) \_\_\_\_\_
7. Identity of person within the State of Florida designated by owner upon whom notices or other documents may be served:  
Name: Reynold Meyer  
Address: 400 N. Monroe Street, Tallahassee, FL 32399  
Telephone No. 850-487-5270 Fax No. (Opt.) \_\_\_\_\_
8. In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:  
Name: Brian Marconnet  
Address: 5718 Tower Road, Tallahassee, FL 32303  
Telephone No. 850-514-1004 Fax No. (Opt.) 850-514-1206
9. Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless different date is specified) \_\_\_\_\_.

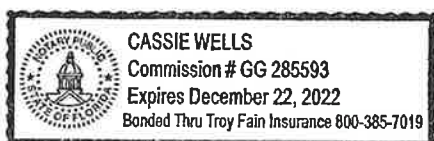
**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCEING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Signature of Owner or Owner's Authorized Officer/Partner/Manager  
Scott Brewer  
Print Name

State of Florida  
County of Leon

The Foregoing instrument was acknowledged before me this 19th day of January, 2022,  
by Scott Brewer who is personally known to me or has produced  
as identification and who did/did not take an oath.

**GWEN MARSHALL, CLERK CIRCUIT COURT**



Signature of Notary/Deputy Clerk

Cassie Wells  
Printed Name

20220008426  
THIS DOCUMENT HAS BEEN RECORDED  
IN THE PUBLIC RECORDS OF  
LEON COUNTY FL  
BK: 5696 PG: 1810, Page 1 of 2  
02/04/2022 at 12:41 PM,  
GWEN MARSHALL, CLERK OF COURTS



**EXHIBIT "A"**  
**Legal Description**

Lots No. 308, 309, 310 and 311 of the Old Plan of the City of Tallahassee, Leon County, Florida, as recorded in Plat Book 1, Page 10, in the office of the Circuit Court, in and for Leon County, Florida.

The entire block composed of Lots 161, 162, 163, 164, 165, 166, 167 and 168 of the Old Plan of the City of Tallahassee, recorded in Plat Book 1, Page 10, Public Records of Leon County, Florida, bound on the East by Monroe Street, on the South by Pensacola Street, on the West by Adams Street, and on the North by Jefferson Street.

The entire block composed of Lots 153, 154, 155, 156, 157, 158, 159 and 160 of the Old Plan of the City of Tallahassee, recorded in Plat Book 1, Page 10, Public Records of Leon County, Florida, bound on the East by Monroe Street, on the South by Madison Street, on the West by Adams Street and on the North by St. Augustine Street, and that portion of East St. Augustine Street lying between South Monroe and South Adams Streets, which has been vacated in accordance with legal requirements of the City of Tallahassee, Florida.

Lot Number 22 of the Original Plan of the City of Tallahassee, and being bounded on the West by Gadsden Street, and on the South by St. Augustine Street.

Lots 23 and 26 of the Old Plan of the City of Tallahassee, recorded in Plat Book 1, Page 10, Public Records of Leon County, Florida; LESS AND EXCEPT the east 8.50 feet thereof, said LESS AND EXCEPT as described in Disclaimer No. 28269 from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the Florida Game and Fresh Water Fish Commission of the County of Leon, State of Florida.

Lot Number 137 according to the Original Plan of the City of Tallahassee, recorded in the office of the Clerk of the Circuit Court in and for Leon County, Florida.

AND

Lot Number 138 of Block 41 according to map of the original plan of the City of Tallahassee, Florida.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty Seven (27) and Twenty-Eight (28) of Capitol Place, as per map or plat of said Capitol Place appearing of record in Deed Book QQ, at Pages 586-587, of the public records in the office of the Clerk of the Circuit Court of Leon County, Florida, and consisting of that certain block in said City of Tallahassee bounded on the east by Adams Street, on the north by Gaines Street, on the West by Duval Street, and on the South by Bloxham Street.

BSM  
BY SK

Date: 8.08.2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	<b>CONTACT NAME:</b> Toni Abercrombie	
	<b>PHONE (A/C, No, Ext):</b> 404 497-7500	<b>FAX (A/C, No):</b>
<b>INSURED</b> Allstate Construction Inc. 5718 Tower Road Tallahassee, FL 32303	<b>E-MAIL ADDRESS:</b> toni.abercrombie@mcgriff.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> The Charter Oak Fire Insurance Company	
	<b>INSURER B :</b> The Travelers Indemnity Company of America	
	<b>INSURER C :</b> Travelers Casualty and Surety Company	
	<b>INSURER D :</b> Travelers Property Casualty Company of America	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

## COVERAGES

CERTIFICATE NUMBER: AATA9GXZ

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO-8N797899-21	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-8N793827-21	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			CUP-0P503203-21	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	X	UB-9N102674-21	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Senate Office Building 4th Floor Renovations  
Department of Management Services is included as Additional Insured as respects the ongoing and completed operations on the General Liability as required by written contract and Auto Liability as required by written contract. A Waiver of Subrogation has been provided in favor of the Certificate Holder on General Liability, Auto Liability and Workers Compensation as required per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The State of Florida Department of Management Services 4050 Esplanade Way Tallahassee, FL 32399	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff Insurance Services, Inc.		INSURED Allstate Construction Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 01/19/2022	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Builder's Risk Coverage  
 Carrier: Travelers Property Casualty Company of America  
 Effective Date: 9/1/21 to 9/1/22  
 Policy #: QT6602R637884TIL21

Locations: New commercial construction and non-structural renovations in FL & GA as reported

**Limits:**

\$ 25,000,000 Non-Combustible or Better - Job Sites in GA  
 \$ 20,000,000 Non-Combustible or Better - Job Sites in FL  
 \$ 5,000,000 Joisted Masonry Construction - Job Sites in GA & FL  
 \$ 2,500,000 Frame Construction - Job Sites in GA & FL  
 \$ 5,000,000 Earth Movement Annual Aggregate (Excluding High Hazard Counties)  
 \$ 5,000,000 Flood Annual Aggregate (Excluding Zones A, D or V or Non-Participating or Suspended Communities)  
 \$ 500,000 Temporary Storage  
 \$ 500,000 Transit  
 \$ 50,000 Fungus, Wet Rot and Dry Rot Annual Aggregate

Windstorm - Included

Existing Structures - Not Covered

**Deductibles:**

\$ 5,000 All Perils, Except  
 \$ 25,000 Earth Movement  
 \$ 25,000 Flood  
 \$ 5,000 Windstorm, Except  
 5% subject to \$25,000 minimum for covered job sites in Florida that are Frame, Joisted, Masonry, or Noncombustible construction  
 2% subject to \$25,000 minimum for covered job sites in Florida that are Masonry Non-Combustible, Semi-Fire Resistive or Fire Resistive Construction



December 22, 2021

ATTN: Mr. Reynold Meyer  
The Florida Senate  
Suite 409, The Capitol  
404 S. Monroe Street  
Tallahassee, FL 32399  
Email: [Meyer.Reynold@flsenate.gov](mailto:Meyer.Reynold@flsenate.gov)

**Re: GMP Proposal**  
Project: Florida Senate Office Building 4<sup>th</sup> Floor Renovation

Dear Mr. Meyer,

Enclosed is our GMP (Guaranteed Maximum Price) Proposal for the Florida Senate Office Building 4<sup>th</sup> Floor Renovation project. This is a partial GMP limited to the renovation of Meeting Room 401 and the purchasing & storage of materials for future renovation of the 4<sup>th</sup> floor. Pricing is based on the documents prepared by Hicks Nation Architects, as referenced in the attached List of Documents (Section 5), and Allstate's Clarifications (Section 2) which are also attached to this proposal.

We look forward receiving approval of the GMP in order to begin the procurement process.

Please let us know if you need any additional information.

Sincerely,

**ALLSTATE CONSTRUCTION, INC.**

Brian Marconnet  
Project Manager

**Guaranteed Maximum Price Amendment to  
Contract between Owner and Construction Manager  
For the Florida Senate Office Building 4<sup>th</sup> Floor Renovations**

Pursuant to the Contract between Owner and Construction Manager for the Florida Senate Office Building 4<sup>th</sup> Floor Renovation, the Parties agree to amend the Contract to establish a Guaranteed Maximum Price (GMP). The GMP is the amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work.

The Contract Sum is guaranteed by the Construction Manager not to exceed One Million, Six Hundred Sixty-Two Thousand, Eight Hundred Two dollars (\$1,662,802), subject to additions and deductions by Change Order as provided in the Contract.

Attached hereto are the following documents included in this GMP Amendment and upon which the GMP Amendment is based:


- Section 1: Project Summary
- Section 2: Clarifications
- Section 3: Detailed Estimate
- Section 4: Schedule
- Section 5: List of Documents

The date to begin furniture moving is March 14, 2022.

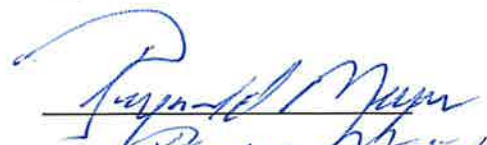
The date of Substantial Completion is September 30, 2022.

Executed by the Parties below:

Allstate Construction, Inc.

  
By: Scott Brewer  
Date: 12.27.21

The Florida Senate

  
By: Dennis Meyer  
Date: 4 Jan 2022





Florida Senate Office Building  
4<sup>th</sup> Floor Renovation

**Guaranteed Maximum Price (GMP)**

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## **GMP Submittal**

Florida Senate Office Building  
4<sup>th</sup> Floor Renovation

### **TABLE OF CONTENTS**

	GMP Amendment Form
SECTION 1	Project Summary
SECTION 2	Clarifications
SECTION 3	Detailed Estimate
SECTION 4	Schedule
SECTION 5	List of Documents

## SECTION 1 – PROJECT SUMMARY

December 23, 2021

### GMP Includes

- Interior Renovations of Meeting Room 401.
- Purchasing & Storage of Material for the Future Renovation of 4<sup>th</sup> Floor.

### Not Included

- Asbestos abatement and mold remediation related to interior renovation work is not included.
- Labor for renovating balance of 4<sup>th</sup> Floor is not included.

### Pricing Summary for Activation

Construction Phase Fee	-	
Preconstruction Phase Fee	\$8,408	
Overhead & Profit	\$94,121	
Construction Budget	\$1,560,273	Direct Costs, Includes \$102,624 Contingency
<b>Total GMP</b>	<b>\$1,662,802</b>	

### Schedule

- The date to begin furniture moving is March 14, 2022.
- Substantial Completion is September 30, 2022.
- Reference attached Construction Schedule dated December 23, 2021.

## SECTION 2 – CLARIFICATIONS

December 23, 2021

Pricing for the above-referenced project is based on the referenced documents in Section 5, and the following clarifications.

The intent of the clarifications is to provide a supplemental scope, design and pricing guide. They are included to further the Team's understanding of what is included in the scope of this project based on Allstate Construction's interpretation of the design intent and shall take precedence over the Contract Documents to meet the proposed estimates for select means, methods, or materials represented in this cost estimate.

### **General**

#### Specifications

1. 09680 - Carpet is 5 pages instead of 4 pages (versus Index).

#### General

2. Commencement is on March 14, 2022, instead of May 18, 2021 (page 6/Owner Contract) or March 18, 2022 (un-indexed Project Information Sheet).
3. Work areas must be unoccupied (e.g. General Note-7/LSP-1.1, General Note-8/LSP-1.1).
4. Renovation work on the 20th floor is not shown or included (page 2/01010).
5. Work is limited to renovations in Meeting Room 401.
6. Material procurement for remaining office space is included. Materials to be procured and stored for installation in 2023 include:
  - a. Doors & hardware
  - b. Gypsum board, metal framing, and accessories
  - c. Acoustical ceiling system
  - d. Carpet, glue, resilient base, and accessories
  - e. Electrical wiring, conduit, devices, and equipment
  - f. Light fixtures and lighting controls
  - g. Audio video equipment including televisions, way-finding screens, room video identification signs, and noise-masking system.
  - h. Electrified security hardware

#### Permits

7. DMS permit fees are not included.
  - DMS permit fees are included in separate GMP.
  - State Fire Marshal, City of Tallahassee and other governmental permits are not included (page 1/01300; General-11/P-0.1; 1.4/EL-0.2 versus page 13/Owner Contract).
8. Compliance with FAC 6A-2 is not included (page 4/01300, page-2/08800).
9. Compliance with SREF is not included (page 4/09900).

#### Testing

10. Special testing and inspecting is not shown or included (page 2/01400).

#### Cutting & Patching

11. Regarding patching of exiting surfaces, if you look for it then you will find it (01400).
  - Complete "elimination of evidence" is not included (page 3/01045).

#### Insurance

12. Insurance and payment & performance bond costs are lump-sum amounts.
13. If incurred, insurance deductibles, including builder's risk insurance deductibles, are not included.

14. Builder's risk insurance coverage is not included for existing structures.

#### **Asbestos Abatement**

15. Asbestos abatement is not included.

#### **Plaster**

16. Gypsum plaster patching and repairing allowance (labor and material) is not included. (9/A-5.5).

#### **Gypsum Board**

17. Bullet resistant panels at gypsum board walls are included as shown on Allstate Construction sketch Z-22 dated 10-19-2021 (5/A-5.5, 6/A-5.5, 7/A-5.5).
18. Fire-retardant-treated wood blocking is included within metal stud framed partitions (General Note-1/A-2.0 versus page 4/06100).

#### **Flooring**

19. Existing carpet on vertical face of desks remains as-is (2/A-3.2, 4/A-3.2, 2/A-3.3).
20. Carpet installation is in accordance with FCIB installation standards (page 1/09680).
- Either installation by a FCIB "certified" installer or installation in accordance with FCIB certification requirements is not included.
21. Floor polish at resilient accessories is not included (page 4/09678).

#### **Specialties**

22. Marker boards are not shown or included (10100).

#### **Furniture**

23. Existing furniture, equipment and supplier must be relocated, stored and then re-set by the owner.
24. "Installation and construction of furniture..." is not shown or included (page 1/01010).

#### **Fire Sprinkler**

25. Fire Suppression system work is not included.

#### **Plumbing**

26. Existing concrete beams and new HVAC ducts appear to conflict with third floor sanitary sewer drain piping (P-1.2).
- Sanitary sewer drain pump allowance (labor, material, power) is included pending further review.
27. Extent of removal and replacement of asbestos-containing plumbing piping insulation is not known (Mihir Drawing Notes page 3 of 11).
- Plumbing piping insulation replacement allowance (labor and material) is included pending abatement.

#### **Electrical**

28. New panels LD2, LD3, LD4 (Work Note-5/EL-5.1), replacement panels PB2, LB2, PA2, LA2, PB3, LB3, PA3, LA3, PB4, LB4, PA4 LA4 (Work Note-8/EL-5.1) and changes to panel NDPH (Work Note-9/EL-5.1) are not included. Instead, see separate change proposal for HVAC Modernization.
29. Existing conduits and boxes must remain for re-use where gypsum board remains (Allstate Construction sketches Z-02, Z-03, Z-04, Z-05 and Z-06).

#### **Fire Alarm System**

30. Fire alarm system or its rough-in is not included (2.16/EL-0.2).
31. Building is unoccupied during renovation. Fire watch is not included (page 4/01010).



Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
01000.000		<b>GENERAL REQUIREMENTS</b>			
	01310.200	<b>Preconstruction Services</b>			
		Preconstruction	1.00 lsum	8,407.58 /lsum	8,408
		<b>Preconstruction Services</b>			<b>8,408</b>
	01322.600	<b>Copying &amp; Reproduction</b>			
		Submittals - by E-Mail	- lsum	0.00 /lsum	0
		Progress Reports - by E-Mail	- lsum	0.00 /lsum	0
	01323.000	<b>Photographic Documentation</b>			
		Construction Photographs - by E-Mail	- lsum	/lsum	
	01350.000	<b>Special Procedures</b>			
		ID Card Printer & Supplies - Included	- lsum	0.00 /lsum	0
		Background Checks - Included	- lsum	0.00 /lsum	0
	01410.000	<b>Permits</b>			
		Building Permit - Not Included	- lsum	0.00 /lsum	0
		DMS Permit - Included	- lsum	0.00 /lsum	0
	01452.000	<b>Testing Laboratory Services</b>			
		Construction Materials Testing - Not Included	- lsum	0.00 /lsum	0
	01510.000	<b>Temporary Utilities</b>			
		Temp Electricity Service - by Owner	- lsum	0.00 /lsum	0
		Temp Telephone Service - Not Included	- lsum	0.00 /lsum	0
		Two-Way Radios	lsum	/lsum	
		Tablet Computers	lsum	/lsum	
		Temp Water Service - by Owner	- lsum	0.00 /lsum	0
	01529.000	<b>Sanitary Facilities</b>			
		Temp Toilets - Not Included	- lsum	0.00 /lsum	0
	01540.000	<b>Construction Aids</b>			
		Off-Site Storage	0.50 lsum	214,980.00 /lsum	107,490
		<b>Construction Aids</b>			<b>107,490</b>
	01550.000	<b>Vehicular Access</b>			
		Temp Parking - Included	- lsum	0.00 /lsum	0
	01560.000	<b>Temporary Barriers</b>			
		Temp Dust Barrier - Zip Wall - Not Included	- lsum	0.00 /lsum	0
		Temp Dust Barrier - Sticky Mats	10.00 pack	96.75 /pack	968
		Temp Doors - Not Included	- lsum	0.00 /lsum	0
		Temp Door Protection	84.00 each	69.74 /each	5,858
		Temp Partitions - Not Included	- lsum	0.00 /lsum	0
		Temp Floor Protection	20,736.00 sqft	0.60 /sqft	12,349
		Temp Signs	1.00 lsum	215.00 /lsum	215
		Temp Covering at Furniture	20,736.00 sqft	0.05 /sqft	1,115
		Temp Elevator Wall & Floor Protection	0.25 each	967.50 /each	242
		<b>Temporary Barriers</b>			<b>20,746</b>
	01570.000	<b>Temporary Controls</b>			
		Temp Air Scrubbers & Spot Coolers	20,736.00 sqft	1.74 /sqft	36,000
		<b>Temporary Controls</b>			<b>36,000</b>
	01611.300	<b>Software Licensing</b>			
		Project Management Software	1.00 lsum	4,000.00 /lsum	4,000
		<b>Software Licensing</b>			<b>4,000</b>
	01732.900	<b>Cutting &amp; Patching</b>			
		Patching & Preparation	20,736.00 sqft	0.30 /sqft	6,265
		<b>Cutting &amp; Patching</b>			<b>6,265</b>
	01740.000	<b>Cleaning</b>			
		Clean Up & Safety	14.00 week	1,000.00 /week	14,000
		Dumpster Pull Fee	3.00 each	403.12 /each	1,209
		Final Cleaning	20,736.00 sqft	0.50 /sqft	10,368
		<b>Cleaning</b>			<b>25,577</b>
	01780.000	<b>Closeout</b>			
		As-Built Documents - PDFs - Included	- lsum	0.00 /lsum	0
		<b>GENERAL REQUIREMENTS</b>			<b>208,486</b>
02000.000		<b>EXISTING CONDITIONS</b>			
	02210.000	<b>Site Surveys</b>			
		"Field Verify..."	24.00 hour	165.00 /hour	3,960
		GPR Locate Concrete Steel Reinforcing	1.00 lsum	2,000.00 /lsum	2,000
		<b>Site Surveys</b>			<b>5,960</b>
	02260.000	<b>Hazardous Material Testing</b>			
		Asbestos Survey & Testing - Not Included	- lsum	/lsum	

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
	02260.000	<b>Hazardous Material Testing</b>			
		Abatement Design - Not Included	- Isum	0.00 /Isum	0
	02419.000	<b>Selective Demolition</b>			
		Selective Demolition - Labor & Material - Committee Room	1.00 Isum	7,286.40 /Isum	7,286
		Selective Demolition - Labor - Perimeter - Not Included	Isum	/Isum	
		<b>Selective Demolition</b>			<b>7,286</b>
	02800.000	<b>Hazardous Materials</b>			
		Asbestos Abatement related to Windows - Separate GMP	Isum	/Isum	
		Mold Remediation - Included	- Isum	0.00 /Isum	0
		<b>EXISTING CONDITIONS</b>			<b>13,246</b>
06000.000		<b>WOOD &amp; PLASTICS</b>			
	06105.000	<b>Rough Carpentry</b>			
		Wall Blocking - in Gypsum Board	- Isum	/Isum	
	06460.000	<b>Wood Trim</b>			
		Retrofit Bullet-Resistant Panels at Desks - 4th Floor	1.00 Isum	21,100.00 /Isum	21,100
		Remove & Re-Install Existing Wood Base - in LL EL GMP	- Isum	/Isum	
		<b>Wood Trim</b>			<b>21,100</b>
		<b>WOOD &amp; PLASTICS</b>			<b>21,100</b>
07000.000		<b>THERMAL &amp; MOISTURE</b>			
	07810.000	<b>Sprayed Fireproofing</b>			
		Sprayed Fireproofing - Patching	1.00 Isum	5,000.00 /Isum	5,000
		<b>Sprayed Fireproofing</b>			<b>5,000</b>
	07840.000	<b>Firestopping</b>			
		Firestopping - in Window Replacement GMP	- Isum	/Isum	
		Firestopping - in Gypsum Board	- Isum	/Isum	
		<b>THERMAL &amp; MOISTURE</b>			<b>5,000</b>
08000.000		<b>OPENINGS</b>			
	08110.000	<b>Doors, Frames &amp; Hardware</b>			
		Doors, Frames & Hardware - Material & Labor - Meeting Room	1.00 Isum	620.00 /Isum	620
		Doors, Frames & Hardware - Material - Perimeter	1.00 Isum	9,258.00 /Isum	9,258
		Doors, Frames & Hardware - Labor - Perimeter	Isum	/Isum	
		Furnish Lock Cores - Hardware Set #6	1.00 each	322.50 /each	323
		Furnish Lock Cores	0.25 Isum	18,600.00 /Isum	4,650
		Remove, Store & Then Re-Install Existing Door Frames - Included	- Isum	/Isum	
		<b>Doors, Frames &amp; Hardware</b>			<b>14,851</b>
		<b>OPENINGS</b>			<b>14,851</b>
09000.000		<b>FINISHES</b>			
	09290.000	<b>Gypsum Board</b>			
		Gypsum Board - Labor & Material - Meeting Room	1.00 Isum	13,500.00 /Isum	13,500
		Gypsum Board - Labor & Material - Window Returns	1.00 Isum	125,647.00 /Isum	125,647
		Gypsum Board - Material - Perimeter	1.00 Isum	104,578.00 /Isum	104,578
		Gypsum Board - Labor - Perimeter - Not Included	Isum	/Isum	
		Gypsum Board - Increased Labor & Additional Handling - Perimeter - Not Included	Isum	/Isum	
		Bullet-Resistant Panels at Walls	1.00 Isum	7,800.00 /Isum	7,800
		<b>Gypsum Board</b>			<b>251,525</b>
	09510.000	<b>Acoustical Ceilings</b>			
		Acoustical Ceiling	1.00 Isum	82,000.00 /Isum	82,000
		Acoustical Ceiling - Additional	1.00 Isum	7,950.00 /Isum	7,950
		Acoustical Ceiling related to windows	1.00 Isum	25,000.00 /Isum	25,000
		<b>Acoustical Ceilings</b>			<b>114,950</b>
	09672.300	<b>Resin Flooring</b>			
		Epoxy Quartz Aggregate Flooring - Included	- Isum	0.00 /Isum	0
	09680.000	<b>Carpeting</b>			
		Flooring - Labor & Material - Meeting Room	1.00 Isum	12,325.00 /Isum	12,325
		Flooring - Material - Perimeter	1.00 Isum	77,500.00 /Isum	77,500
		Flooring - Labor - Perimeter - Not Included	Isum	/Isum	
		Floor Polishing - Not Included	- Isum	0.00 /Isum	0
		Carpet - Off-Site Receiving In - Fourth Floor	23.00 roll	25.00 /roll	575
		* Off-Site Storage - Fourth Floor	7.00 mnth	828.00 /mnth	5,796
		* Off-Site Handling Out - Fourth Floor	23.00 roll	25.00 /roll	575

Group	Phase	Description	Quantity	Total Cost/Unit	Total Amount
		<b>Carpeting</b>			<b>96,771</b>
	<b>09910.000</b>	<b>Painting</b>			
		Painting - Labor & Material - Meeting Room	1.00 Isum	7,500.00 /Isum	7,500
		Painting - Material - Perimeter	1.00 Isum	4,500.00 /Isum	4,500
		Painting - Labor - Perimeter - Not Included	Isum	/Isum	
		Painting related to windows - Fourth Floor	0.25 Isum	37,000.00 /Isum	9,250
		<b>Painting</b>			<b>21,250</b>
		<b>FINISHES</b>			<b>484,496</b>
<b>10000.000</b>		<b>SPECIALTIES</b>			
	<b>10111.000</b>	<b>Markerboards &amp; Tackboards</b>			
		Markerboards - Not Included	- Isum	0.00 /Isum	0
	<b>10441.300</b>	<b>Fire Extinguishers &amp; Cabinets</b>			
		Fire Extinguishers & Cabinets - Not Included	- Isum	/Isum	
<b>12000.000</b>		<b>FURNISHINGS</b>			
	<b>12210.000</b>	<b>Window Treatment</b>			
		Window Shades - Southeast	0.25 Isum	67,984.00 /Isum	16,996
		Window Shades - Kelsie's	0.25 Isum	12,569.00 /Isum	3,142
		Window Shades - Kelsie's	0.25 Isum	13,375.00 /Isum	3,344
		<b>Window Treatment</b>			<b>23,482</b>
		<b>FURNISHINGS</b>			<b>23,482</b>
<b>26000.000</b>		<b>ELECTRICAL</b>			
	<b>26010.000</b>	<b>Electrical</b>			
		Electrical - Labor & Material - Meeting Room	1.00 Isum	183,232.00 /Isum	183,232
		Electrical - Material - Perimeter	1.00 Isum	101,000.00 /Isum	101,000
		Electrical - Labor - Perimeter - Not Included	Isum	/Isum	
		Temporary Electrical Service for Abatement Equipment	2.00 phse	1,500.00 /phse	3,000
		Temporary Electrical Service for Material Hoist	0.34 Isum	30,000.00 /Isum	10,200
		Light Fixtures & Controls	0.25 Isum	499,130.04 /Isum	124,783
		" Attic Stock Fixtures & Contingency	0.25 Isum	16,125.00 /Isum	4,031
		<b>Electrical</b>			<b>426,246</b>
	<b>27400.000</b>	<b>Audio-Video System</b>			
		Audio-Video System	0.25 Isum	643,639.00 /Isum	160,910
		Noise Masking - Material Only	Isum	/Isum	
		Digital Signage & Wayfinding - Material Only	Isum	/Isum	
		Committee Room Mic Lights - Material Only	Isum	/Isum	
		TVs & Mounts - Material Only	Isum	/Isum	
		Committee Room AV Remove & Reinstall	Isum	/Isum	
		Light / Lock Controls - Committee Rooms	Isum	/Isum	
		Update Touch Panels - Committee Rooms	Isum	/Isum	
		<b>Audio-Video System</b>			<b>160,910</b>
	<b>28100.000</b>	<b>Access Control System</b>			
		Access Control System - Material	1.00 Isum	91,127.38 /Isum	91,127
		Access Control System - Labor - Not Included	Isum	/Isum	
		<b>Access Control System</b>			<b>91,127</b>
	<b>28310.000</b>	<b>Fire Alarm System</b>			
		Fire Alarm System - Not Included	- Isum	0.00 /Isum	0
		<b>ELECTRICAL</b>			<b>678,283</b>

### Estimate Totals

Description	Amount	Totals	Rate
Gen Liability - Div 1	1,405		0.705 %
Gen Liability - Subcontracts	1,757		0.143 %
Gen Liability - Div 2-33			11.269 %
Bldrs Risk Insurance	2,079		0.125 %
P&P Bond	11,872		
Contingency	102,624		7.000 %
CM Fee	94,121		6.000 %
<b>Total</b>		<b>1,662,802</b>	

## **SECTION 4 – SCHEDULE**

December 23, 2021

- The date to begin furniture moving is March 14, 2022.
- Substantial Completion is September 30, 2022.
- Reference attached Construction Schedule dated December 23, 2021.

## SECTION 5 – LIST OF DOCUMENTS

December 23, 2021

1. Contractor Sketches, prepared by Allstate Construction, Inc., as follows.

Sheet	Title	Date
Z-02	Replace Asbestos Containing Gypsum Board	10-04-2021
Z-03	Replace Asbestos Containing Gypsum Board	10-04-2021
Z-04	Replace Asbestos Containing Gypsum Board	10-04-2021
Z-05	Replace Asbestos Containing Gypsum Board	10-04-2021
Z-06	Replace Asbestos Containing Gypsum Board	10-04-2021
Z-22	Bullet Resistant Panels at Gypsum Board Walls	10-19-2021

### OFFICE SUITE RENOVATIONS

2. Drawing Revisions (Pre-Bid RFI 6 response) prepared by Hicks Nation Architects, received October 14, 2021.
3. Drawings for the Florida Senate Office Building Renovations project, prepared by Hicks Nation Architects, as follows.

Sheet	Title	Date
G1.1	Title Sheet, Index to Drawings and Location Map	09-29-2021
G1.2	General Notes and Building Design Summary	09-29-2021
LSP1.1	Lower Level and Entrance Level Life Safety Plans	09-29-2021
LSP1.2	Second Floor and Third Floor Life Safety Plans	09-29-2021
LSP1.3	Fourth Floor Life Safety Plans	09-29-2021
A1.0	Lower Level Demolition Plan	09-29-2021
A1.1	Entrance Level Demolition Plan ( <u>received 10-14-2021</u> )	09-29-2021 R
A1.2	Second Floor Demolition Plan	09-29-2021
A1.3	Third Floor Demolition Plan	09-29-2021
A1.4	Fourth Floor Demolition Plan	09-29-2021
A2.0	Lower Level Renovation Plan	10-07-2021
A2.1	Entrance Level Renovation Plan ( <u>received 10-14-2021</u> )	09-29-2021 R
A2.2	Second Floor Renovation Plan	09-29-2021
A2.3	Third Floor Renovation Plan	09-29-2021
A2.4	Fourth Floor Renovation Plan	09-29-2021
A2.5	Penthouse Floor Plan and Fourth Floor Capitol Carpet Plan	09-29-2021
A3.1	Entrance Level Enlarged Renovation Plan and Elevations	09-29-2021
A3.2	Lower and Entrance Level Meeting Room Desk Details	09-29-2021
A3.3	Third and Fourth Floor Meeting Room Desk Details	09-29-2021
A4.0	Lower Level and Entrance Level Reflected Ceiling Plans	09-29-2021
A4.1	Second Floor Reflected Ceiling Plan	09-29-2021

A4.2	Third Floor Reflected Ceiling Plan	09-29-2021
A4.3	Fourth Floor Reflected Ceiling Plan	09-29-2021
A5.1	Room Finish Schedule	09-29-2021
A5.2	Room Finish Schedule	09-29-2021
A5.3	Door Schedules	09-29-2021
A5.4	Door Details and Elevations	09-29-2021
A5.5	Wall Sections and Details	09-29-2021
S1.0	Structural Notes	09-29-2021
S2.1	Entrance Level Structural Framing Plan	09-29-2021
S2.2	Penthouse Level Structural Framing Plan	09-29-2021
S3.0	Structural Details	09-29-2021
S3.1	Structural Details	09-29-2021
P0.1	Plumbing Specifications	09-29-2021
P1.1	Entrance Level / Lower Level - New Work	09-29-2021
P1.2	Fourth Floor – New Work	09-29-2021
P2.1	Plumbing Riser Diagrams and Details	09-29-2021
FP0.1	Fire Protection Notes and Details	09-29-2021
FP1.1	Entrance Level Floor Plan	09-29-2021
FP1.2	Second Floor Plan	09-29-2021
FP1.3	Third Floor Plan	09-29-2021
FP1.4	Fourth Floor Plan	09-29-2021
EL0.1	Abbreviations, Legend and General Notes	09-29-2021
EL0.2	Electrical Specifications	09-29-2021
EL1.0	Lower Level – Existing Conditions/Demolition – Power & Systems	09-29-2021
EL1.1	Entrance Level – Existing Conditions/Demolition – Power & Systems	09-29-2021
EL1.2	2 <sup>nd</sup> Floor – Existing Conditions/Demolition – Power & Systems	09-29-2021
EL1.3	3 <sup>rd</sup> Floor – Existing Conditions/Demolition – Power & Systems	09-29-2021
EL1.4	4 <sup>th</sup> Floor – Existing Conditions/Demolition – Power & Systems	09-29-2021
EL2.0	Lower Level – Existing Conditions/Demolition - Lighting	09-29-2021
EL2.1	Entrance Level – Existing Conditions/Demolition – Lighting	09-29-2021
EL2.2	2 <sup>nd</sup> Floor – Existing Conditions/Demolition – Lighting	09-29-2021
EL2.3	3 <sup>rd</sup> Floor – Existing Condition/Demolition – Lighting	09-29-2021
EL2.4	4 <sup>th</sup> Floor – Existing Conditions/Demolition – Lighting	09-29-2021
EL2.5	Penthouse – Existing Conditions/Demolition – Lighting	09-29-2021
EL3.0	Lower Level – New Work – Power & Systems	09-29-2021
EL3.1	Entrance Level – New Work – Power & Systems	09-29-2021
EL3.2	2 <sup>nd</sup> Floor – New Work – Power & Systems	09-29-2021
EL3.3	3 <sup>rd</sup> Floor – New Work – Power & Systems	09-29-2021
EL3.4	4 <sup>th</sup> Floor – New Work – Power & Systems	09-29-2021
EL4.0	Lower Level – New Work – Lighting	09-29-2021
EL4.1	Entrance Level – New Work – Lighting	09-29-2021



EL4.2	2 <sup>nd</sup> Floor – New Work – Lighting	09-29-2021
EL4.3	3 <sup>rd</sup> Floor – New Work – Lighting	09-29-2021
EL4.4	4 <sup>th</sup> Floor – New Work – Lighting	09-29-2021
RL4.5	Penthouse – New Work – Lighting	09-29-2021
EL5.1	Partial Power Rise Diagram	09-29-2021
EL6.1	Panel Schedules	09-29-2021
EL6.2	Panel Schedules	09-29-2021
EL6.3	Panel Schedules	09-29-2021
EL6.4	Panel Schedules	09-29-2021
EL7.1	Lighting Fixture Schedule	09-29-2021
EL7.2	Lighting Details	09-29-2021
EL7.3	Lighting Control Panel Schedule and Sequence of Operation	09-29-2021
EL8.1	Communications Details	09-29-2021

4. Specifications for the Florida Senate Office Building Renovation project, prepared by Hicks Nation Architects, as follows.

Section	Title	Date
-	Table of Contents	09-29-2021
01010	Summary of Work	09-29-2021
01040	Coordination	09-29-2021
01045	Cutting and Patching	09-29-2021
01200	Project Meetings	09-29-2021
01300	Submittals	09-29-2021
01400	Quality Control Services	09-29-2021
01500	Temporary Facilities	09-29-2021
01600	Materials and Equipment	09-29-2021
01631	Product Substitutions	09-29-2021
01700	Project Closeout	09-29-2021
01740	Warranties and Bonds	09-29-2021
02070	Selective Demolition	09-29-2021
06100	Rough carpentry	09-29-2021
07210	Building Insulation	09-29-2021
07901	Joint Sealants	09-29-2021
07950	Joint Fillers and Gaskets for Firestopping	09-29-2021
08100	Steel Doors and Frames	09-29-2021
08211	Flush Wood Doors	09-29-2021
08305	Access Doors	09-29-2021
08700	Door Hardware	09-29-2021
08800	Glass and Glazing	09-29-2021
09255	Gypsum Board Assemblies	09-29-2021
09511	Acoustical Panel Ceilings	09-29-2021



09660	Luxury Vinyl Tile Flooring	09-29-2021
09671	Resinous Flooring	09-29-2021
09678	Resilient Wall Base and Accessories	09-29-2021
09680	Carpet	09-29-2021
09800	Special Coatings	09-29-2021
09900	Painting	09-29-2021
10100	Visual Display Boards	09-29-2021
10264	Bullet Resistant Panels	10-12-2021
10650	Operable Partitions	09-29-2021

#### **ASBESTOS ABATEMENT & MOLD REMEDIATION**

5. Technical Specifications for Asbestos and Mold Remediation dated September 27, 2021, prepared by Mihir Environics Inc.

**Contract Between Owner and Construction Manager for the Senate Office Building  
4<sup>th</sup> Floor Building Renovations**

This Contract is by and between the Florida Senate (Senate or Owner) and Allstate Construction, Inc., 5718 Tower Road, Tallahassee, FL 32303 (Construction Manager or CM), together collectively known the "Parties,":

WHEREAS, the Senate is in need of construction management services for a minor renovation project in the Senate Office Building 4<sup>th</sup> Floor.

WHEREAS, the Senate has entered into a contract with Hicks Nation Architects, Inc., to provide architectural, consulting, and construction administration services for the Project;

WHEREAS, the Construction Manager submitted a proposal to a competitive solicitation released by Florida Department of Management Services (DMS) and was awarded a Statewide Continuing Contract for Construction Management Services Agreement between Owner and Construction Manager with DMS for minor construction projects estimated to be less than \$4 million. The (Agreement) is in effect through January 20, 2022.

WHEREAS, the Law allows other governmental entities to access the Agreement and allows those entities to contract directly for services at the terms and conditions contained therein as an independent agreement amongst those parties;

WHEREAS, 6.4.3(2), *Joint Policies and Procedures of the Presiding Officers* (2018), allows for the use of the Agreement for the purchase of construction management services as an exemption from a formal competitive solicitation as it is a purchase from contracts approved by any other governmental unit in the State;

NOW THEREFORE, for good and valuable consideration and of the mutual promises and representations set forth herein, the Senate and the Construction Manager enter into this Contract for construction management services pursuant to the Agreement, and agree as follows:

## **Definitions**

Terms capitalized are those which are specifically defined herein, as follows:

"Construction Documents" means those drawings, specifications, and other supplemental instructions provided by the Architect regarding the Project.

"Construction Team" means the CM, the Owner, and the Architect who will work cooperatively as a team through construction completion. The CM will provide leadership to the Construction Team on all matters relating to construction and the Architect will provide leadership to the Construction Team on all matters relating to design.

"Contract Documents" consist of this Contract, Drawings, Specifications, and duly authorized and executed amendments between the parties, all of which form the Contract and are as fully a part of the Contract as if attached hereto. Upon the Owner's acceptance of the CM's Guaranteed Maximum Price, the Contract Documents will also include the Guaranteed Maximum Price Amendment.

"Contract Sum" means the Cost of the Work plus the CM fee, as defined herein below.

"Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, diagrams, and architectural supplemental instructions.

"Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

"Subcontractor" is a person or entity who has a direct contract with the CM to perform a portion of the Work.

"Work" means the construction and services required herein and includes all other labor, materials, equipment and services provided or to be provided by the CM to fulfill the CM's obligations.

## **Contract Documents and Order of Precedence**

This Contract is issued under the authority found in the Agreement between Owner and Construction Manager for Statewide Continuing Contract for Construction Management Services with Department of Management Services (Agreement). This Contract should be read

harmoniously and in conjunction with that Agreement. In the event of a conflict between the DMS Agreement and this Contract, this Contract shall be take precedence.

### **Project**

The CM will provide all services necessary for the renovation of the Fourth Floor of the Senate Office Building at the State Capitol Complex as contained in the Drawings.

### **Contract Term**

This Contract is effective upon the last day of execution by the parties and will extend through the completion of the Project and any applicable warranty period of the Work.

### **Architect as Project Manager**

The Senate has hired Hicks Nation Architects, Inc., as the Project Manager (PM), and to represent the Owner during the Contract Term. The Architect will provide administration of the Contract and will be the Owner's representative during construction and throughout the warranty period. The Architect will have authority to act on behalf of the Owner as provided herein.

The Architect will visit the Project Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine if the Work is being performed in accordance with the Contract. The Architect will perform intensive construction administration which will include weekly meetings, observations, and/or inspections of the Project during the Construction phase of the Work. The Architect will provide, on a daily basis if needed, interpretations and clarifications regarding the construction drawings.

The Architect is not responsible for construction means, methods, techniques, procedures, or for safety precautions or programs as those are solely the CM's responsibility.

The Owner and the CM shall endeavor to communicate through the Architect.

The Architect will interpret and decide matters concerning performance under the Contract, as provided herein, and on the written request of the Owner or the CM.

### **Scope of Services**

The Construction Manager's services include preconstruction and construction services for the Project.

- **Preconstruction Phase**



These services include:

1. Review design during the development of drawings. The CM shall advise on site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CM shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation, and construction and factors related to cost, including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies.
2. Project Schedule. The CM shall provide to the Architect and the Owner an electronic Project Schedule that coordinates and integrates the CM's services, the Architect's services, and the Owner's responsibilities with anticipated construction schedules. The CM shall update this schedule periodically.
3. Construction Cost. The CM shall prepare for the Owner's approval a detailed estimate of Construction Cost, in electronic format, developed by using estimating techniques, which anticipate the various elements of the Project and based on the Drawings prepared by the Architect. The CM shall update and refine this estimate periodically as the Architect prepares Construction Documents and the CM shall advise the Owner and the Architect if it appears that the construction cost may exceed the Project budget.
4. Coordinate Contract Documents. The CM shall consult with the Owner and the Architect regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost, or schedules.
5. Construction Schedule. The CM shall develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Subcontractor. The CM shall provide the Project Construction Schedule for each set of bidding documents and develop a plan for the phasing of construction. The CM shall establish a schedule for the purchase of materials and

equipment requiring long lead-time procurement, and coordinate the schedule with the preparation of portions of the Contract Documents by the Architect. The CM should expedite and coordinate delivery of these purchases.

The CM shall advise the Owner and the Architect as to the separation of the Project into contracts for various categories of Work. The CM shall provide analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The CM should develop bid packages designed to minimize adverse effects of labor shortages. The CM should make recommendations for prequalification criteria for bidders and develop bidders' interest in the Project and establish bidding schedules.

6. Weekly Meetings. The CM shall schedule and conduct weekly meetings of the Construction Team, and promptly prepare and distribute minutes of those meetings to the Construction Team.
7. Guaranteed Maximum Price (GMP). Based upon Drawings and Specifications produced by the Architect, the CM shall develop a GMP Proposal(s), including the Project Construction Schedule, itemized by Subcontractor, for phases of Work as required by the Owner. All assumptions made by the CM in the development of the GMP Proposal shall be specifically listed in the GMP Proposal(s), and the GMP will not be adjusted due to assumptions made by the CM but are not included in the GMP Proposal(s). If the GMP Proposal is accepted by the Owner, an Amendment to this Contract will be executed which will establish the GMP, Contract Time, and liquidated damages for each phase of the Work. Performance and Payment Bonds will be executed simultaneously with the GMP Amendment.

If the GMP Proposal is not accepted by the Owner, the Owner will notify the CM in writing and the CM will then recommend adjustments to the Work through value engineering. The Construction Team will discuss and negotiate these recommendations. If an acceptable GMP is not developed, negotiations may be

terminated and the Contract terminated for convenience by the Owner.

The CM shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the issuance of the Notice to Proceed for the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

- **Construction Phase**

The Construction Phase shall commence upon the issuance of the Notice to Proceed by the Owner. The Project shall commence no earlier than March 14, 2022. The services include:

1. Subcontractors. The CM shall develop procedures which are acceptable to the Owner for the prequalification of subcontracts. The CM should develop subcontractor interest in the Project and publicly advertise and conduct pre-bid conferences with interested bidders to review the documents.

The CM shall disclose in writing to the Owner all related parties who plan to bid on the Project which share the same or related ownership, management, and/or administration with the CM or its employees. The CM must receive written consent from the Owner prior to accepting a bid from such entity.

The CM shall analyze and evaluate the results of the various bids and estimated amounts and shall prepare for review with the Owner and Architect a bid tabulation analysis and such other supporting data as necessary to properly compare the various bids and their responsiveness to the designed scope of Work. The CM should review in detail with the apparent low and best bidders and attempt to achieve additional savings through negotiation whenever practical.

The CM should prepare and submit written recommendations to the Owner for award of subcontracts. The contract award should be made to that responsible bidder submitting the lowest responsive bid. The CM will make all bidders aware



that Owner is a governmental entity not subject to Ch. 120, F.S., and the procedures for resolution of procurement protests contained in Chapter 120 of the Florida Statutes are inapplicable to this Contract and Project.

The CM shall not contract with a Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The CM has a continuing duty to confirm that the awarded Subcontractor holds the proper license(s) required by the State of Florida. Upon approval of the award by the Owner, the CM will promptly award and execute trade contracts with the Subcontractors. If requested by the Owner or Architect, the CM will provide copies of fully executed subcontracts or other information.

The CM should manage, schedule, and coordinate the Work with the Subcontractors with the activities and responsibilities of the Owner and Architect in order to complete the Project in accordance with the Owner's objectives of cost, time and quality. The CM should develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the construction. The CM should supervise the Work of all Subcontractors by providing instructions to each when its Work does not conform to the requirements of the plans and specifications and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should disagreement occur between the CM and the Architect over acceptability of the Work and conformance with the requirements of the Contract Documents, the Owner shall be the final judge of performance and acceptability.

The CM shall maintain exclusively the level of staff as agreed upon in the GMP Amendment at the Project site to coordinate and direct the Work and progress of the Subcontractors. The Owner shall have the right to direct the CM to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner and will do so without consideration of additional compensation for the replacement.

The CM will require the Subcontractors to produce coordination drawings as may be

necessary to properly coordinate the Work, and in coordination with Architect, establish and implement procedures for tracking and expediting the procession of shop drawings and samples.

The CM will schedule and conduct weekly progress meetings with Subcontractors to review such matters as job procedures, construction progress, schedule, shop drawing status, and other information as necessary. The CM will provide prior notice to Owner and Architect of all such meetings and will prepare and promptly distribute minutes to the Owner and Architect.

The CM will review the Project Schedule with the Subcontractors and review or expand the level of detail to incorporate specific Subcontractor input consistent with the overall completion requirements. The CM will regularly monitor and update the Project Schedule as construction progresses and will identify potential variances between schedule and probable completion dates. The CM will make adjustments to the Project Schedule to meet the scheduled completion date for work not started or incomplete.

The CM will provide regular schedule updates and reporting which is included as part of the weekly report and meetings with the Owner and the Architect.

The CM will determine and be responsible for the adequacy of the Subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. In consultation with the Owner and Architect, the CM will take necessary corrective actions when requirements of a Subcontractor are not being met.

The CM is responsible for initiating, maintaining, and supervising effective safety programs and requiring similar programs of the Subcontractors. The Occupational Safety and Health Administration of the United States Department of Labor, formed by the Occupational Safety and Health Act of 1970 (OSHA), and its guidelines, shall serve as the basis for construction safety program. The CM will promptly notify the Owner and Architect, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is

visiting the Project site.

The CM, at its weekly meetings with the Subcontractors, will conduct a review of job safety and accident prevention.

2. On-Site Personnel and Procedures. The CM will establish on-site organization and lines of authority in order to carry out the overall plans and identify an on-site staff member to represent the CM, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the CM.

The CM will establish and implement procedures for coordination among the Owner, Architect, Subcontractors, and the CM, and incorporate them into a project resource manual and will distribute manuals to the Construction Team.

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

The CM will record the progress of the Project and submit written weekly progress reports at the weekly meetings to the Owner and Architect including information on the Subcontractors' work, the percentage of completion, current estimating, computerized updated weekly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. The CM will keep a daily log available to the Owner and Architect and will report and record such additional information as may be requested by the Owner or Architect.

The CM shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos- related products that may be required in connection with the Work. Hazardous materials, as



described by federal guidelines, brought to the site by the CM or Subcontractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a concealed condition and may be the responsibility of the CM in a Change Order increasing the GMP for any additional costs incurred.

The CM shall be responsible for securing any permits from the Florida Department of Environmental Protection, if applicable. The CM is responsible for any penalties or fines incurred due to improper maintenance of permit documentation or of the site.

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

The Owner may elect to purchase materials and equipment included in any Subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings as "Direct Purchase Materials." At the time the CM provides the Owner with the bid tabulation analysis (bids will include the cost of all potential Direct Purchase Materials, freight charges FOB project site and applicable sales taxes) as required by this Contract, the CM shall submit to the Owner a list, prepared by applicable Subcontractors, of materials and equipment appropriate for consideration by the Owner as Direct Purchase Materials.

If the Owner elects to purchase any Direct Purchase Materials, it shall so notify the CM, and the CM shall promptly then furnish to the Owner a purchase order request reflecting the Direct Purchase Materials, without the tax, with documentation of advertising required herein, prequalification criteria for the bid, and the quotes from the bidders.

The Owner will review the materials and may purchase materials directly from a

supplier. Upon delivery of the Direct Purchase Materials to the Project site, the CM shall ensure that they are as requested and will immediately document receipt of the materials and the content of the shipment and shall forward all paperwork to the Owner. Upon receipt of the documentation, the Owner will take title to the Direct Purchase Materials and the Owner will process any properly prepared invoice from the supplier.

At no additional cost to the Owner, the CM shall continue builder's risk insurance on the Direct Purchase Materials, naming the Owner as the insured or an additional insured.

The CM shall be responsible for satisfying all of its other obligations with respect to the Direct Purchase Materials as if the Direct Purchase Materials had been purchased by it.

4. Accounting and Cost Control. The CM shall maintain an effective system of Project cost control which is satisfactory to the Owner. The CM will revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. The CM will identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimate. The Cost Control reports shall be included as part of the weekly project report.

The CM shall maintain a system of accounting consistent with generally accepted accounting principles. The CM shall preserve all accounting records for a period of four years after Project completion. The Owner shall have access to all such accounting records at any time.

The CM will develop an Owner's Contingency budget within the Schedule of Values. Use of these funds will be at the sole discretion of the Owner and may, at the direction of the Owner, be incorporated into a deductive change to the GMP. The CM shall develop and implement a system for the preparation, review, and processing of

contingency modifications and change orders. The CM will recommend necessary or desirable changes to the Owner and Architect, review requests for changes, and submit recommendations to the Owner and Architect. The CM, when requested by the Owner or Architect, will promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from Subcontractors. If directed by the Owner or Architect, the CM will promptly secure formal written Change Order Proposals from Subcontractors.

### **Owner's Responsibilities**

The Owner has designated the Architect as a representative to act on its behalf. The Architect will monitor the progress of the Work, serve as a liaison with the CM and Owner, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The CM will be notified in writing of any changes to the Owner's Representatives. The Owner may retain a threshold inspector, if required by Chapter 553, F.S.

### **Guaranteed Maximum Price (GMP)**

The CM guarantees that the Contract Sum, as defined herein below, shall not exceed the GMP set forth in the GMP Amendment, as amended from time to time. The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

All cost savings for the not-to exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon Final Completion of the Work. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the CM Fee, the expended portions of the CM's contingency and the actual expenditures representing the Cost of the Work. Liquidated damages, if any, are different from and are not part of this calculation. Upon completion of the bidding period, the CM's contingency will be adjusted so that it does not exceed 10% of the construction cost. Those savings resulting from favorable bids will be available for the Owner's use immediately following the bidding period. Changes to the GMP funded by these savings are not eligible for additional CM overhead and profit.

### **Cost of the Work**

The Owner agrees to pay the CM for the Cost of the Work through completion of the Work in addition to the CM Fee. "Cost of the Work" includes the costs actually incurred and paid by the



CM, less any reimbursement for scrap value and case or trade discounts, as follows:

1. Subject to prior approval by Owner, wages paid for labor and benefits in the direct employ of the CM to either perform the construction of the Work or supervise or provide administrative assistance in the construction of the Work other than those provided under CM Fee. Wages include straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaried, or other remuneration paid to the CM's employees. Calculations shall be made based on article 8.2 of the DMS agreement.
2. Cost of all materials, supplies, and equipment incorporated in the Work or stored on-site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies, and/or equipment stored off-site.
3. Payments made by CM to Subcontractors for their Work performed pursuant to those contracts with the CM.
4. Costs of the premiums for all insurance or bonds including Subcontractor bonds which the CM is required to procure by this contract, or other insurance or bonds subsequently deemed necessary by the CM, and agreed upon by the Owner.
5. Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the CM is liable.
6. Except for the building permit fee and inspection fees to the Department of Management Services, any other building and permit fee, inspection and filing fees, sewer and water fees, and deposits lost for causes other than then CM's own negligence.
7. Cost of removal and disposal of all debris including clean-up and trash removal.
8. Costs incurred due to an emergency affecting the safety of persons and/or property.
9. Legal costs reasonably and properly resulting from prosecution of the Work for the Owner that are not the result of the CM's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the CM and



Subcontractors are the responsibility of the CM.

10. Costs of temporary electric power, lighting, water, and heat required for the performance of the Work, or required to protect the Work from weather damage.
11. Costs of temporary safety-related protection including barricades and safety equipment, dust control, pest control, installation and operation temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permit and fees pursuant to this Contract.
12. Cost of security services.
13. Cost of surveys, measurements, and layout work reasonably required for the execution of the Work.
14. Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in subcontracts.
15. Cost of data processing services required in the performance of the Construction Phase services.
16. All costs for reproduction of documents during construction and project closeout.
17. All costs directly incurred in the performance of the Work and not included in the CM Fee.
18. Cost of deductibles for insurance claims.
19. Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand-tools not owned by the workers which are employed or consumed in the performance of the Work.
20. Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the CM or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation, and delivery costs thereof.
21. Costs associated with temporary fences, and temporary fire protection, and when authorized, associated costs for setting up and demobilizing tools sheds.
22. Cost of field employees or other on-site personnel, as approved in the GMP Amendment, or their approved replacements, including the cost of all pension,

contributions, hospitalization, vacations, medical insurance, assessments or taxes for such items as unemployment compensation and social security, payroll insurance and taxes attributable to wages and salaries for said field employees, as contained in the FSU Multiplier Breakdown template.

### **CM Fee**

The CM agrees to a 6.00% CM Fee. The CM certifies that all factual unit costs supporting the CM Fee during the Contract Term are accurate, complete, and current.

The CM Fee includes the following:

1. The cost of its home or branch office employees/consultants not at the Project site, including the cost of all pension contributions, hospitalizations, bonus, vacations, medical insurance assessments or taxes for such items as unemployment compensation and social security, payroll insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees. The following labor is excluded from the CM Fee and is included in the Cost of the Work #1 (page 13) Senior Project Manager, Project Manager, Superintendent, & Office Administrator.
2. General operating expenses of the CM's principal and branch offices other than the field office.
3. Any part of the CM's capital expenses, including interest on the CM's capital employed for the Work.
4. Overhead and profit, or general expenses of any kind, except as may be expressly included herein as Cost of the Work.
5. All travel and per diem costs of CM's employees and consultants. All travel costs will be paid in accordance with s. 112.061, F.S.
6. Minor expenses such as telegrams, long distance telephone calls, postage, office supplies, expressage, and similar items in connection with the Work.
7. All costs incurred during the guarantee period after construction.

Adjustments to the CM Fee will be made as follows:

1. Adjustment due to Changes in the Work shall be made as described below.

2. For delays in the Work caused by the Owner, the CM shall be entitled to additional fee to compensate the CM for its increased expenses. The amount of this increased fee shall be calculated at a daily rate derived by dividing the basic fee, excluding profit, by the Contract Time established herein.

### **Changes in the Work**

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

Changes in the Work may be accomplished by Change Order, Construction Change Directive, or order for a minor change. A Change Order (CO) shall be based upon agreement among the Owner, CM, and Architect. A Construction Change Directive (CCD) requires agreement by the Owner and Architect. An Order for a minor change in the Work may be issued by the Architect.

A Change Order is a written instrument prepared by the Architect and signed by the Owner, Architect and CM, stating their agreement upon a change in the Work, the amount of adjustment to Contract Sum or Contract time.

A Construction Change Directive (CCD) is a written order prepared by the Architect and signed by the Architect and Owner directing a change in the Work and stating a proposed basis for adjustment to Contract Sum or Contract Time. Upon receipt of a CCD, the CM shall promptly proceed with the change in the Work and advise the Architect of the CM's agreement or disagreement. A CCD signed by the CM indicates the agreement of the CM, is effective immediately, and shall be recorded as a Change Order. If the CM does not promptly disagree in writing for the method of adjustment, the method and adjustment and the not-to-exceed amount shall be determined by the Architect. The CM shall keep and present an itemized accounting of the supporting data. Costs allowed for this purpose is cost of labor and benefits, cost of materials and equipment, including sales tax and cost of transportation, rental cost of machinery and equipment, cost of premiums for bonds, insurance, permit fees and additional costs of supervision and field office personnel directly attributable to the change.



The Architect will have authority after receiving Owner's approval to order minor changes in the Work not involving adjustment to Contract Sum or Contract Time. Such changes shall be in writing and the CM shall carry them out promptly.

The cost of any change shall not include:

1. Salaries or other compensation of CM's personnel at the CM's office, including the field office, unless direct additional expense has been incurred exclusively because of the change
2. Expenses of any office, including the field office,
3. Any part of CM's capital expenses,
4. Costs due to the negligence of CM or Subcontractor, or
5. Overhead and/or general expense.

The CM fee to be added to the cost of the Change shall be in accordance with the CM fee schedule referenced above in CM Fee.

If the change results in a credit, the credit shall be net cost of change and shall not include any allowance for overhead and profit.

#### **Payments to Construction Manager**

In consideration of the performance of services in this Contract, the Owner agrees to pay the CM as compensation for its services as set forth below:

1. For preconstruction services, the cost for bidding and GMP preparation will be included in final GMP.
2. Upon the execution of the GMP Amendment and within 30 days after the issuance of a Notice to Proceed, the CM's Applications for Payment shall be made monthly.
3. Before the first Application for Payment in the Construction Phase, the CM shall submit to the Architect and Owner a Schedule of Values allocated to various portions of the Work supported by data. The Schedule of Values will serve as a basis for reviewing the CM's Applications for Payment.
4. The Applications for Payment for operations completed should be submitted in

accordance with the Schedule of Values. Applications shall be notarized and supported by such data substantiating the CM's right to payment, such as copies of requisitions from Subcontractors and materials suppliers and reflect retainage.

5. Retainage shall be withheld from each monthly payment request, in an amount not to exceed 10% of the approved payment until 50% of construction payments are made. After the Work is considered to be 50% complete, retainage thereafter not to exceed 10% of the request, may or may not be withheld at the discretion of the Owner.
6. Payments shall be made for materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the Work. If approved in writing in advance by Owner, payment may similarly be made for materials and equipment suitably stored off the Project Site at another location. Payment for those materials and equipment shall be conditioned upon compliance by the CM with procedures satisfactory to the Owner to establish the Owner's title to such materials and shall include applicable insurance, storage, and transportation to the Project Site.
7. The CM warrants that title to the Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The CM warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner, is free and clear of liens, claims, security interests, or encumbrances in favor of the CM, Subcontractors, material suppliers, or other labor men.
8. The Architect will, within seven days after receipt of the CM's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the CM, for such amount as the Architect determines is properly due, or notify the CM and Owner in writing for the Architect's reasons for withholding certification in whole or in part. The issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the Project Site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of his knowledge, the quality of the Work is in accordance with the Contract. The issuance of a Certificate for Payment will further constitute a representation that the CM is entitled to payment in the amount certified.  
If the Architect cannot certify payment for any portion, the Architect will issue a Certificate

for the amount in which he is able to make such representations to the Owner.

9. As required ins. 287.0585, F.S., within seven working days from receipt of payment from the Owner, the CM shall pay each Subcontractor out of the amount paid to the CM the amount to which Subcontractor is entitled reflecting the percentage actually retained, if any, from payments to the CM. The CM shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-consultants/contractors in a similar manner.
10. As provided by s. 215.422, F.S., if a warrant of payment of any invoice is not mailed by the Owner within 40 days after receipt of the Certificate of Payment, inspection and approval of the services, the Owner shall pay to the CM interest at the rate established in the Florida Statutes on the unpaid balance from the expiration of such 40 day period until such time as the warrant is mailed to the CM. This applies only to undisputed amounts for which payment has been authorized. Invoices or pay requests returned to the CM due to preparation errors will result in a payment delay. Payment requirements do not start until a properly completed pay request is provided to the Owner and approved by the Architect.
11. All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

### **Substantial Completion**

Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete so the Owner can occupy or utilize the Work for its intended use and shall occur no later than September 30, 2022.

When the CM considers that the Work to be substantially complete, the CM shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The CM shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the CM to complete all Work. Upon receipt of the list, the Architect will make an inspection to determine whether the Work is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract, the CM shall, before its issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the



Architect and request another inspection. When the Work is substantially complete, the Architect will prepare a "Certificate of Substantial Completion" which shall establish the date of Substantial Completion, and shall fix the time within which the CM shall finish all items on the list accompanying the Certificate. Warranties shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate. The Certificate shall be submitted to the Owner and CM for their written acceptance.

Upon certification by the Architect of Substantial Completion, the Owner will make payment, reflecting adjustment in retainage, if any, for such Work. The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the CM except those previously made in writing and identified by the CM as unsettled at the time of the Application for Payment for Substantial Completion and except for the retainage sums due at final acceptance.

The CM will collect, identify, index, and collate the following materials from the Subcontractors and will deliver four copies to the Architect to verify completeness. The Architect will deliver three copies of the following to the Owner:

- Complete equipment diagrams, operating instructions, maintenance manuals, parts, lists, wiring diagrams, pneumatic or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties for each piece of fixed equipment furnished under the Contract in a ring binder, hardcover book, properly indexed. In addition, it should include specific information regarding manufacturer's name and address, nearest distributor and service representative's names, addresses, contact numbers, make and model numbers, operating design and characteristics.

Subsequent to the time of Substantial Completion but prior to the date of Final Acceptance, the CM shall provide a competent and experienced person thoroughly familiar with the Work to instruct the Owner's personnel in operation and maintenance of equipment and control systems. If, within one year after the date of Substantial Completion or by terms of an applicable special warranty required in the Contract Documents, any Work is found to be not in accordance with the requirements herein, the CM shall correct it promptly after receipt of written notice from the Owner or Architect. This obligation shall survive acceptance of the Work and termination of the Contract.



### **Final Completion and Final Payment**

Upon receipt from the CM of written notice that the Work is ready for final inspection and upon receipt of a final Application for Payment, the Architect will promptly make such inspection, and if found acceptable, the Architect will promptly issue a final Certificate for Payment. Neither final payment nor any remaining retained percentage shall become due until the CM submits an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied. The CM shall issue a certificate evidencing that insurance required in the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice to the Owner, a written statement from surety, if any, to final payment, and if required by Owner, other data establishing payment or satisfaction or obligations.

Acceptance of final payment by the CM or a Subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

The CM's Application for Final Payment shall be accompanied by a completed and notarized Certificate of Contract Completion.

### **Claims and Disputes**

A Claim is a written demand or assertion by one of the parties seeking adjustment or interpretation of the Contract terms as well as disputes and matters in question arising out of or relating to the Contract. Claims, including those alleging an error or omission by the Architect shall be referred initially to the Architect. Claims must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim. During the pendency of the Claim, the CM will continue with contract performance and Owner will continue payments in accordance with the Contract. The Claims can consist of concealed or unknown conditions, additional cost, or additional time.

The Architect will review Claims within ten days of its receipt and either

- i.) require additional supporting information from the claimant,
- ii.) reject the Claim in whole or in part, stating its reasons therefore,
- iii.) recommend approval of the Claim by the other party, or
- iv.) recommend a compromise.

If the Claim has not been resolved, the claimant must within ten days of the Architect's recommendation either

- i) submit additional documentation,
- ii.) modify the initial Claim, or
- iii.) notify the Architect that the initial Claim stands.

Within seven days' of the receipt of any additional or modification of the claim, the Architect will notify the parties of its decision. The Architect's decision is final and binding on the parties subject to legal recourse in Leon County, Florida.

### **Insurance**

Prior to the commencement of the Work, the CM shall purchase from and maintain from a properly licensed and duly authorized business in Florida, the following insurance written on ISO standard forms or their equivalents, in order to protect the CM from claims which may arise out of or result from the CM's operations under the Contract. All liability policies shall provide that Owner is a named additional insured as to the operations of the CM under the Contract and shall provide Severability of Insureds provision. Further, there shall be a waiver of subrogation provision in favor of the Owner to protect the Owner's interests. The Owner is in no way liable for any sums of money which represent a deductible in the policy and payment of the deductible is the sole responsibility of the CM. The insurance shall protect the CM from the following claims:

- Claims under workers' compensation as required by Florida law, disability benefit, and other similar employee benefits acts;
- Claims for damages because of bodily injury, occupation, sickness, disease, or death of the CM's employees;
- Claims for damages because of bodily injury, sickness, disease, or death of any person other than the CM's employees;
- Claims for damages insured by usual personal injury liability coverage including claims which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CM, or by another person;
- Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle; and

- Claims involving contractual liability insurance applicable to CM's obligations.

The insurance shall be written for no less than \$250,000 per person, \$500,000 per occurrence, or a minimum of \$500,000 combined single limit.

The CM shall maintain automobile liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000 per person, \$300,000 per occurrence, or combined single limit of \$300,000 for bodily injury and property damage.

The CM shall provide one copy of each Certificate of Insurance which shall set forth all insurance coverage required herein and shall be dated, contain the name of the insured, the specific job by name and number, the name of the insurer, the number of the policy, its effective date and termination date.

The CM shall maintain with company lawfully authorized to do business in Florida, property insurance, written on a Builder's Risk completed value form. It shall include interests of the Owner, CM, and Subcontractors in the Work. It shall be on a Special Casus of Loss form or its equivalent including reasonable compensation for Architect's services and expenses required as a result of such insured loss.

### **Performance and Payment Bond**

Concurrently with execution of the GMP Amendment between the CM and Owner, the CM shall provide a Performance Bond and Payment Bond from a reputable surety duly authorized and licensed to do business in Florida in accordance with section 255.05, F.S., in the amount of the Contract Sum.

### **Period of Service and Termination**

This Contract may be terminated by either party with seven days' notice upon mutual agreement, or upon one party substantially failing to perform in accordance with the Contract through no fault of the other. In the event of termination due to the fault of others than the CM, the CM shall be paid for services performed to termination date, including reimbursements then due, plus termination expense.

This Contract may be terminated by the Owner in its sole discretion upon seven days' notice to the CM.



### **Suspension by the Owner for Convenience**

The Owner may, without cause, order the CM in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

An adjustment shall be made for increases in the cost of performance of the Contract including profit on the increased cost of performance, caused by suspension, delay or interruption.

### **Public Records and Confidentiality of Building Plans**

Work done under this Contract is subject to public records requirements under Article I, Section 24, The Constitution of the State of Florida and applicable statutes. Unless specifically exempted by law, all records made or received by the CM in conjunction with this Contract may be public records available for inspection by the public.

In order to ensure that records subject to an exemption are not disclosed, the CM agrees to notify the Owner immediately upon receiving a request to disclose any documents or records in the CM's possession that are related to this Contract. The CM also agrees to not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Owner.

Pursuant to section 119.071(3)(b), F.S., all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building are exempt from inspection or disclosure. The CM agrees to protect and ensure the confidentiality of such documents under its custody or control in conformance with the statutory requirements and applicable law. Any knowing violation of Florida law may be sufficient grounds for immediate termination of the Contract by the Owner.

### **Advertising**

The Senate shall review and approve any photographic or artistic representation of the Project prior to the use by the CM in its promotions or other professional materials.

### **Contract Contingent upon Approval of Funds**

The performance of the Owner and its obligation to pay is contingent upon the Senate President's

approval of Senate funds for this purpose.

**Adherence to Senate Policies**

The CM will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited) which is attached as Exhibit A. If the Senate amends Policy 1.60 during the term of the Contract the Architect and CM will be sent a copy of the amended policy which they shall adhere to. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Owner. The Owner has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause the Architect and CM shall immediately cease work upon receiving notice of termination. They will be paid pursuant to the contract for all work provided up to that point and will provide all work to the Owner.

**Written Notice**

All notices, including Claims, shall be in writing and signed by the party giving same and shall be deemed properly given only if hand-delivered, sent by reputable overnight courier, registered or certified U.S. mail with return receipt requests, postage prepaid, or by email, with evidence of transmittal and addressed as follows:

Owner\*:  
Reynold Meyer  
Suite 409, The Capitol  
404 South Monroe Street Tallahassee, FL 32399  
[Meyer.reynold@flsenate.gov](mailto:Meyer.reynold@flsenate.gov)

\*If legal notice, additional copy provided to:  
Jeremiah Hawkes, General Counsel  
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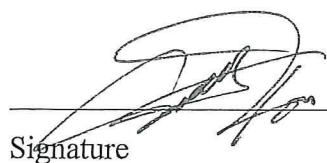
Construction Manager:



Scott Brewer  
Allstate Construction, Inc.  
5718 Tower Road  
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Executed by the parties below:

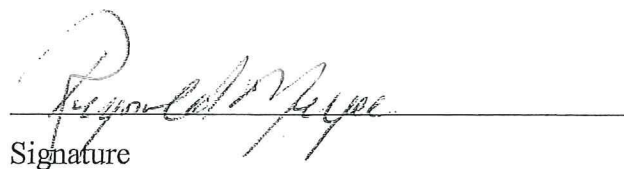
Allstate Construction, Inc.

  
Signature

2/24/21  
Date

President  
Title

The Florida Senate

  
Signature

10 MAR 2021  
Date

Deputy Chief of Staff  
Title


3/1/21  
Approved as to form &  
legal content.



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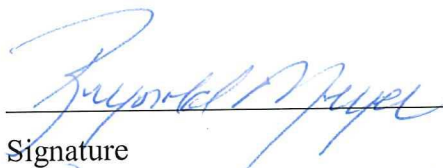
Allstate Construction, Inc.

  
Signature

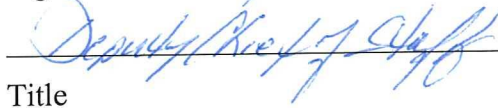
2/21/21  
Date

President  
Title

The Florida Senate

  
Signature

1 MAR 2021  
Date

  
Title