

0030504 Award and Execution of Contract – Surety to Furnish Legal Defense  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comment: (3-30-11) Please see my suggestions as follows, which are added in green fonts and highlighted in yellow: **3-5.4 Surety to Furnish Legal Defense as to Payment and Performance Claims or Suits:** The surety company shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract *where the Contractor has failed to timely do so*. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which **amount** shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

*Response: Agree, will make the change.*

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Pat McCann

Comments: (4-26-11) District 4 Construction offers the following comments: In regards to "where the Contractor has failed to timely do so.", this could become a debate as to the interpretation of "timely". Can we delted the quoted text?

*Response: No – can't delete this. The drafted language is that which was agreed upon by FDOT and the Surety industry.*

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