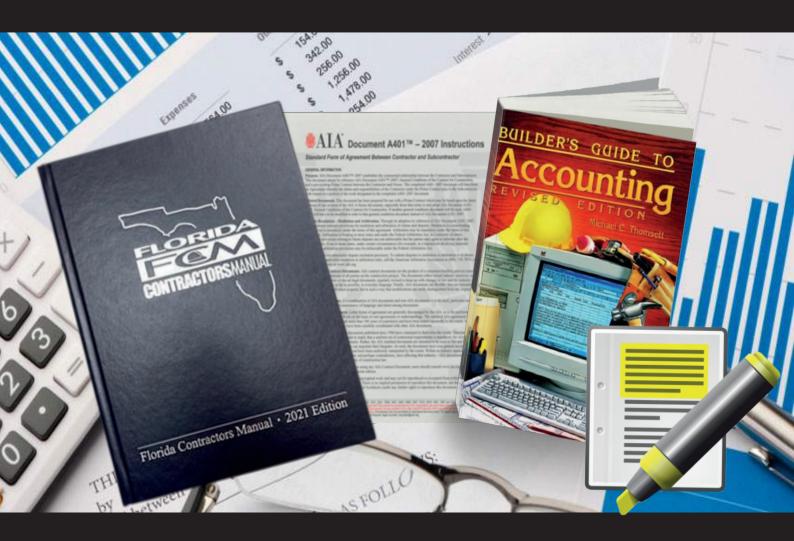


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STATE BUSINESS & FINANCE HIGHLIGHTING MANUAL GUIDE



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CHAPTER 1: BUSINESS & PLANNING ORGINIZATION

This chapter explains a business approach model. It explains the advantages and disadvantages of different business structures.

Page 1-05: outlines a model business plan.

Page 1-26: Major business forms that will be important to your business operations.

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CHAPTER 1:

BUSINESS PLANNING AND ORGANIZATION- HIGHLIGHTING REFERENCE SHEET

CHAPTER 1: BUSINESS PLANNING AND ORGANIZATION

PAGE#	DESCRIPTION:
1 - 05	Business plan.
1 - 08	BUSINESS STRUCTURE: Sole proprietor: Advantages and disadvantages.
1 - 10	General and limited partnerships: Advantages and disadvantages.
1 - 11	Corporation: Advantages and disadvantages.
1 - 11	S corporation: thereby eliminating double taxation.
1 - 12	Joint venture: while the joint venture is usually limited to a single transaction.
1 - 12	Control of the business: 51% stock ownership
1 - 14	Fictitious name registration: are valid for 5 years and expire December 31
1 - 15	SS-4: Federal employer identification number: By 7th day of business.
1 - 15	DR-1: State sales tax registration - 6% tangible tax.
1 - 16	Qualifying agents: The primary qualifying agent for a business organization,
1 - 20	Business Management: Some principle duties of an effective manager.
1 - 21	Dissolution or termination of business organization.
1 - 23	Federal: Form 940 and 941. State: UCS-1, UCT-6S: Unemployment tax return.
1 - 27	DR-15-CS sales and use tax - monthly report - 2.5% of 1st \$1,200, max of \$30.00
1 - 27	DR-601, DR-405: Intangible and tangible taxes.

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LICENSING

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CHAPTER 2: LICENSING

This chapter involves several parts and has copies of the actual Construction Licensing Law (for construction and electrical) as well as other important copies of state regulations.

There is a good table of contents and it is a good idea to tab the several publications in this chapter. The beginning of the chapter is an overview of the construction licensing law.

Page 2-32 has the table of contents for Florida Statutes: Chapter 455 (Construction Contracting - Business of Professional Regulation: General Provisions). This covers the guidelines for the DBPR

Page 2-58 is the table of contents for Florida Statutes: Chapter 489 Part I (Construction Contracting). This is a copy of the actual licensing law, and will repeat some of the information given at the beginning of this chapter. However, there is a lot of information in the actual law that is not covered in the overview, so be familiar with both.

Page 2-121 is the table of contents for the Florida Administrative Code: Chapter 61G-4 as it relates to the Construction Industry Licensing Board rules. You will find small tables of contents for these administrative code sections:

- Section 12 (Organization and Purpose) on page 2-121
- Section 15 (Certification and Registration) on page 2-128
- Section 16 (Examinations) on page 2-144
- o Section 17 (Disciplinary Guidelines) on page 2-158
- o Section 18 (Continuing Education) on page 2-164

Page 2-180 is the table of contents for the Florida Administrative Code: Chapter 61G-6 as it relates to the Electrical Industry Licensing Board rules.

Page 2-216 is the table of contents for the Florida Administrative Code: Chapter 64E-6 - Standards for Onsite Sewage Treatment and Disposal Systems). This publication is used on some trade exams.

CHAPTER 2:

LICENSING - HIGHLIGHTING REFERENCE SHEET

CHAPTER 2: LICENSING

PAGE#	SECTION:	DESCRIPTION:
2-6		Construction Contracting
2-6		Licensing Exemptions
2-22		Qualifying Agents
2-22		Questions & Answers
2-29		License Number Must Appear on Bldg. Permits
2-72	489.114	Evidence of Workers' Compensation Coverage
2-73	489.115(4)(a)	Renewal: Every two years
2-74	489.115(5)(c)	Provide Board with additional information within 60 days
2-78	489.1195(1)(a)	Responsibilities: Primary Qualifying Agent
2-78	489.1195(2)(e)1	&2 Responsibilities : Secondary Qualifying Agent
2-83	489.129(1)	Disciplinary: \$10,000.00. Maximum fine.
2-83	489.129(1)(j)	Abandonment: Ninety (90) days
2-86	489.131(3)(e)	Code compliance bond: \$5,000.00. Payable to the governor
2-86	489.131(5)	Official to secure licensed contractor
2-89	489.140	Construction Industry Fund
2-90	489.1425(1)	does not exceed \$2,500

LICENSING BOARD RULES - 61G - 4 (F.A.C / CONSTRUCTION)

PAGE# SECTION: DESCRIPTION:

2-122	61G4-12.009	Fees
2-124	61G4-12.011(1)&(3)	Definitions: Story, Advertising
2-130	61G4-15.0022	Joint Venture
2-131	61G4-15.003(2)(h)	Pubic Liability insurance (Proper aggregate
2-158	61G4-17.001	Normal Penalty Ranges (Minimum & Maximum)

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CHAPTER: 3

FINANCIAL MANAGEMENT

- CHAPTER 3: Financial Management Highlighting key words
- CHAPTER 3: Financial Management Basic Accounting
- CHAPTER 3: Financial Management Construction Accounting
- CHAPTER 3: Financial Management Davis Bacon ACT
- CHAPTER 3: Financial Management Circular "E" Employers Tax Guide

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CHAPTER 3: FINANCIAL MANAGEMENT

This chapter is in the Florida Contractors Manual and the Builder's Guide to Accounting. It also has information that is not located in the Builder's Guide to Accounting.

Financial Management contains several different areas. The table of I contents covers two sections. Part I "Basic Accounting" deals with basic accounting terminology and practices. Subject matter includes debits, credits, financial statements, payroll accounting, depreciation, and inventory can be found in this section. Part II "Construction Accounting" begins on page 3-71 and deals with bank financing, sources of capital, contracts, financial ratios and bank reconciliation.

NOTE:

Page 3-105 starts the financial glossary. This section can be a big help in answering questions.

Page 3-117 has the table of contents for the Davis Bacon section. Use this section when you get questions pertaining to Federal and/or government projects. It deals mainly with wage requirements and payroll reporting.

Page 3-153 is the beginning of the Internal Revenue "Employer's Tax Guide" known as the "Circular E." This is definitely a good plane for a table. There is a table of contents on the front that will help you locate the information you may need. Since this is a copy of the actual publication, the page numbers for the "Circular E" start over at 1. Questions about payroll taxes, federal unemployment taxes, payroll I and tax deposits etc. will usually come from this publication.

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HIGHLIGHT THE FOLLOWING BOLDED KEY WORDS IN YOUR MANUAL FOR A SIMPLE UNDERSTANDING OF BASIC ACCOUNTING TERMS

BALANCE SHEET - A summary of things owned by the company {assets} and against things owned {liabilities & net worth}. The summary always balances. 3 - 11	those of its owner but is not legally separate from its owner
against things owned {liabilities & net worth}. The summary always balances. 3 - 11	ACCOUNTS PAYABLE - Amounts owed to a supplier who has given you credit.
 3 - 11 LIABILITIES - Claims by others against things owned. Examples: accounts payable, bank loans etc. 3 - 12 EQUITY - Assets minus liabilities = balance or equity. (Also known as net worth a company or expects to be paid for goods or services. 3 - 15 REVENUES. Money paid to a company or expects to be paid for goods or services. 3 - 15 EXPENSES - Money spent to provide goods or services. 3 - 16 ACCOUNTS RECEIVABLE - The amount receivable from a customer for goods services is an asset. (It is actually a promise to pay in cash.) 3 - 16 MATCHING CONCEPT - The matching of expenses with the revenues that the helped generate. 3 - 17 TRANSACTION - The exchange of something of value for something else of value are earned or incurred, rather than when the cash is actually received or perform a customer for goods services. 3 - 18 ACCOUNTS - The categories under assets, liabilities, equity, revenues and expenses where the payable is accounted and accounted accounted and accounted accounted accounted and accounted accou	BALANCE SHEET - A summary of things owned by the company {assets} and claims against things owned {liabilities & net worth}. The summary always balances.
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 3 - 18 ACCOUNT BALANCE - The value assigned to any account 3 - 20 ACCOUNT BALANCE: DEBIT - Refers to the left side of an account. 	ACCRUAL METHOD - The method of accounting for revenue and expenses when they are earned or incurred, rather than when the cash is actually received or paid.
3 – 20 ACCOUNT BALANCE : DEBIT - Refers to the left side of an account.	ACCOUNTS - The categories under assets, liabilities, equity, revenues and expenses.
	ACCOUNT BALANCE - The value assigned to any account
CKEDIT - Releas to the right side of an account	ACCOUNT BALANCE: DEBIT - Refers to the left side of an account. CREDIT - Refers to the right side of an account

3 - 20**ASSET ACCOUNTS** - Are on the left side of the balance sheet and therefore have debit balances. 3 - 20**LIABILITY & EQUITY ACCOUNTS** - Are on the right side of a balance sheet and therefore have credit balances. 3 - 21**DEBITING** - The act of increasing the account balance of an account that has a debit balance. 3 - 21**CREDITING** - The act of increasing the account balance of an account that has a credit balance. 3 - 23**INCOME STATEMENT** - A statement which shows the earnings earned over a particular period. It provides information on how the earnings on the balance sheet were arrived at and over what paned of time. 3 - 24**FINANCIAL STATEMENT** - The balance sheet and income statements provide the basic financial information on the company. 3 - 25**JOURNAL or GENERAL JOURNAL** - A company's primary record of all its business transactions. **CHART OF ACCOUNTS** - A list of all the accounts by their account number. It 3 - 25functions like an index for a book. 3 - 28**LEDGER** - A book in which each page is a detailed record of one account (Sometimes called a ledger account) 3 - 28**POSTING** - The process of transferring information from the journal to the applicable ledger account. 3 - 29**TRIAL BALANCE** - The debit and credit balances of all the accounts in the ledger are totaled and compared to ensure that there have been no posting or adding mistakes. Total debts equal total credits. 3 - 29**CURRENT ASSETS** - Assets which are converted into cash in the ordinary course of the business within one year or less. 3 - 29FIXED ASSETS - Assets such as land, buildings, equipment and trucks, that -are used in operating the business and which have a long 1. 3 - 29**CURRENT LIABILITIES** - Liabilities that are due to be paid within a year or less. 3 - 29**LONG-TERM LIABILITIES** - Liabilities that are not due to be paid within the next

year after the balance sheet date.

- 3 30 **OPERATING EXPENSES** Are expenses that are incurred while providing the goods or services that a company sells.
- 3-31 **ADMINISTRATIVE EXPENSES -** Expenses incurred in the administration of the business, and do not particularly relate to providing particular goods or services.
- 3-31 **YEAR TO DATE** The income from the start company's fiscal year to the current date.
- 3-31 **FISCAL YEAR END** The date that the company selects to use for the end of its 12-month accounting period.
- 3 32 **ACCOUNTING PERIOD** The period of time over which income is calculated.
- 3 32 **PREPAID EXPENSES** Assets that have been paid for but which will become expenses over time. (Example Insurance)
- 3-33 **DEPRECIATION** The allocation of the cost of a piece of equipment over its useful life.
- 3 36 **AMORTIZATION** The cost of an item is written on in equal amounts over a period of months or years. Write Offs Intangible Assets.
- 3 36 **ACCRUED EXPENSES** Expenses that have been incurred even though bills or invoices from suppliers have not been received by year end.
- 3 37 **ACCRUED REVENUES** Revenues have been earned by year end even though customer hasn't been invoiced nor has payment been received.

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CHAPTER 3:

BASIC ACCOUNTING TO REVIEW - HIGHLIGHTING REFERENCE SHEET

CHAPTER 3: FINANCIAL MANAGEMENT (See Builders Guide to Accounting).

(ALSO SEE: BUILDER'S GUIDE TO ACCOUNTING TABS WITH HI-LITES)

PAGE#	DESCRIPTION#
3-12	Balance Sheet Equation
3-20 & 3-21	Debit/Credit: Debit-left side, credit-right side entry
3-28	The ledger - keeps track of detailed information
	Why & How - Example
3-29	Classified financial statements
3-29 Con	 i.e. The Balance Sheet: Assets Current Assets Fixed Assets Liabilities Current Liabilities Long-Term Liabilities Equity
3-31	 i.e. The Income Statement: Revenues Expenses Operating Expenses Administrative Expenses
3-33	Bad Debts
3-34	The "MACRS" (Modified Accelerated Cost Recovery System) Depreciation System
3-36	Intangible assets; goodwill
3-80	Completed contract method. (Also See Builders Guide to Accounting: Pg. 20-21)
3-86	Complete Example of a Balance Sheet
3-89	Calculating Financial Ratios: A) Current Ratio B) Quick ratio

CHAPTER 3: Financial Management: "Circular E" Employer's Tax Guide

The Employer's Tax Guide has a short **table of contents** on the front cover which can be found on a **page 3-153**.

It has an excellent **index in the back on page 3-220**, which will help you find what you are looking for a little faster.

This publication is the 2020 Edition. Test questions you may get will be based on this 2020 edition.

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This publication covers tax matters that relate to payroll such as social security, Medicare, income tax withholding, earned income credit, tax deposits, federal unemployment (FUTA) etc.

CHAPTER 3:

EMPLOYERS TAX GUIDE - CIRCULAR - HIGHLIGHTING REFERENCE SHEET

EMPLOYERS TAX GUIDE - CIRCULAR - E (2020)

PAGE#	DESCRIPTION#	
3-153	Employers Tax Guide - Circular "E"	
3-153	Circular "E" - Table of Contents	
	Suggested Sections 1, 2, 7, 9, 11, 12, and 14	
3-154	2020: Medicare Tax Rate: 1.45%	
3-159	Calendar: Form W-2, FUTA (unemployment), W-4, W-3 Form 941, etc	
3-162	Section: 2. Who are employees?	
3-170	Section: 7. Supplemental Wage Payment, Optional: Withhold 25%	
3-175 Social Security and Medicare Taxes : (FICA) / Tax rates and social security wage base limit.		

3-176 to 3-180 **Section: 11.** Depositing income tax, Social security tax and Medicare: based on total tax reported on Forms 941 for the quarters in the look back period: If \$50,000.00 or less, monthly deposits required. If more than \$50,000 semi-weekly deposits required.

3-180	Deposit Penalties: 5 days late: 2%, 6-15 days late: 5%, over 16 day late: 10%
3-183	Section 13. Reporting Adjustment to Form 941 or Form 944
3-186	Section 14 . Form 940: (FUTA) 6.0% of first \$7,000 5.4% credit (net 0.6%).
3-187	Successor employer: If you acquire a business from an employer
3-187	Table 4. When to Deposit FUTA Taxes
3-188	Special Rules: Special classes of employment
3-194	Section 17: Wage Bracket Method & Percentage Method
3-197 to 3-2	17 Wage Bracket Method Tables
3-220	Index

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CHAPTER: 4

RISK MANAGEMENT

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CHAPTER 4:

RISK MANAGEMENT - HIGHLIGHTING REFERENCE SHEET

CHAPTER 4: RISK MANAGEMENT

PAGE#	DESCRIPTION:
4-7	Types of Insurances: #5) Installation floaters - #7) Builder's Risk
4-9	Contractual Liability (i.e. indemnification clause)
4-10	Auto Liability
4-11	Umbrella Liability policy
4-13	Surety bond Vs Insurance: Bond is a three party agreement, insurance is a two party agreement
4-14	Performance bond/payment bond
4-15	Three "C's" Of Underwriting: Capital, Character and Capacity
4-17	Ratios: Rule of thumb / factor of 10 / Net quick is cash
4-18	The standard Surety Association rate for a class B contract:
4-18	Small Business assistance, 70% - 90%

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CHAPTER: 5

LABOR LAWS AND EMPLOYMENT REGULATIONS & FIRE PREVENTION CONTROL



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CHAPTER 5:

PAGE#

DESCRIPTION

LABOR AND EMPLOYMENT LAWS AND REGULATIONS - HIGHLIGHTING REFERENCES

CHAPTER 5: LABOR AND EMPLOYMENT LAWS AND REGULATIONS.

5-14 Florida Right to work laws, no union or agency shops 5-15 Fair Labor standards act (FLSA) Minimum wage \$7.25/hr. 5-15 1.5 x (one-half) wage for over 40 hours (unless exempt from FLSA) 5-20 Determining the work week 168 5-22 Example of Piece Work 5-23 Example of Fixed Salary for Fluctuating Hours 5-28 Example of "On Call" Pay... 5-30 Keep records three years, soft records two years 5-30

Section#	<u>Description</u>
5-52	Not to be withheld from wages
5-52	Benefit eligibility: One waiting week - no disqualifications
5-52	Disqualifications: Misconduct, voluntarily left employment
5-53	Amount of benefits: One-half weekly wage, not less than \$32, or more than \$275
5-53	Employer chargeability: (Paragraph 3), 90 day probation or refused job without
	good cause
5-53	Records kept (5) five years. Also file quarterly contribution reports
5-53	Penalties: \$25 per 30 days or fraction plus interest. Lien for failure to pay
5-53	Criminal: \$5,000 fine and/or five years imprisonment. Habitual offender: 10 years
	fails or refuses to file report or maintain records: \$10,000. Fifteen years.
5-54	Special Issues: No benefits to participants - refusal to cross picket line
5-54	Worker's Compensation Law: The employee must give notice within 30 days
5-57 & 5-58	Employment Verification Form: Record Keeping I-9. Three years after hire or one
5-60	year after termination whichever is later. Federal Bankruptcy code – Requirements
	-

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CHAPTER 5: FLSA: Labor Laws and Employment Regulations & Fire Prevention Control

This chapter covers several topics. This section of the manual covers the labor laws and fire prevention parts of chapter 5.

The table of contents at the beginning of the chapter is quite lengthy. The names of the laws are against the left margin, and items that relate to that law are indented underneath the law name.

It covers many labor laws, both Federal and Florida. You will find copies of the FLSA (Fair Labor Standards Act), Exemptions to the FLSA, Federal Child Labor and Florida Child Labor Laws.

These are legal documents and their basic information is covered at the beginning of the chapter.

On page 5-20 you will find the beginning of a payroll sample section. Here the chapter shows the proper methods to be used in calculating various I payroll types. For example, if you need to calculate payroll for a day laborer, you would come to this section, find day labor, and follow the example given in the book.

When it comes to FLSA, the terms "Exempt Employee" or "Non-Exempt Employee" are quite commonly used. This applies to FLSA. "Non-Exempt Employee" means that person is subject to minimum wage and overtime requirements. "Exempt Employee" means overtime or minimum wages do not apply.

On page 5-223 you will find Chapter 633 F.S. Fire Prevention and Control which outlines duties of the State Fire Marshal's Office and the State Fire Prevention Code.

Quick Reminder: FLSA Computing Overtime Pay

Compensation:	Classified As:	Requirements:
1. Salary	Exempt	No Overtime
2. Hourly	Non-Exempt	Must be paid O.T. after 40 hrs hours work. Minimum of 1.5 regular hourly rate.
3. Salary	Non-Exempt	½ O.T. Salary Hourly Rate

Salary Non-Exempt: Fluctuating Hours:

Step 1: Hourly Rate:

Salary
Hours Worked

Step 2: Overtime Rate:

Overtime Rate = $\frac{\sum \text{Overtime Hours}}{\sum \text{Regular Hours (defined)}}$

CHAPTER 5: Florida (Reemployment) Tax Compensation

This particular section is covered at the end of Chapter 5 covers Florida Unemployment Compensation. The copy of the tax law begins on **page 5-275**.

Florida Unemployment Compensation is known as SUTA (State Unemployment Tax Act). Unemployment tax information that is strictly on a state level should be found in this section. This program is job insurance paid for by a tax on employers. This chapter is based on empower unemployment experience rated, an employer who has more than a normal amount of layoffs will pay a higher tax, while the reverse holds true for an employer with few layoffs.

The Employer Guide to Reemployment Tax has a good table of contents starting on **page 5-281**, and the Employer Guide to Unemployment Compensation Benefits has a table of contents starting on **page 5-299**. This makes finding information in this publication a lot easier. Since this is a copy of a publication, it has two sets of page numbers. The lower numbers in the center bottom of the page will match the index and table of contents page numbers.

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CHAPTER: 6

WORKER'S COMPENSATION

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Chapter 6: WORKERS' COMPENSATION FS 440 - HIGHLIGHTING REFERENCES

6-67	SECTION:	DESCRIPTION:
0 01	440.02(1)	Accident
6-67	440.02(5)	Casual Labor: Less than 10 days, less than \$500.00
6-67	440.02(6)	Child
6-68	440.02(15)	"Employee" Exemptions: No more than 3 officers;
	(b)(1)(2)(3)(c)	PartnersOfficers must be shareholders with at least 10%.
6-70	440.02(17)(b)(2	2) Employment (4 or more) One or more for construction
6-74	440.09(1)	Coverage
6-75	440.09(3)	Intoxication, Drugs (No compensation)
6-75	440.09(5)	Refusal to use safety appliance (reduced 25%)
6-78	440.10(1)(b)	Liability for compensation
6-91	440.12(1)	No compensation first 7 days
6-91	440.12(1)(a)	All but first payment by check
6-91	440.12(2)	Compensation from disability shall not be less than \$20.00
6-92	440.13	Medical services and supplies; penalty for violations; limitations.
6-104	440.14(1)(a,b,c	Determined pay; average of 13 weeks
6-105	440.15(1)(a)	Permanent Total Disability (66-2/3%) for duration
6-106	440.15(f)1	line 7: Cease at age 62
6-106	. , . , . ,	Temporary Total Disability (66-2/3% - \$700 Max per
		luring retraining, total 104 weeks
6-108	440.15(4)(a)	Temporary partial disability (80% & 80%)
6-111	440.16(1)(a)(b)	Compensation for death (\$150,000.00) (Maximum) \$7,500.00 funeral expenses
6-112	440.185(2)	Notice of injury or death (within 7 days of knowledge) to carrier
6-112	440.185(3)	Injury resulting in death (7 days) report to Division
6-113	440.185(8)	Failure to report (not to exceed \$500)
6-114	440.19(1)	Time for filing claims (within 2 years)
6-16	440.20(2)(a)	Payment for compensation (14 day - then biweekly) No later than 14
		Calendar Days
6-116	440.20(3)	Upon making first payment, Carrier Immediately notify the department
6-117	440.20(7)	Penalty for late payment (20%)
6-117	440.20(8)(a)	Final payment notification 12% interest
6-120	440.21(1)	Invalid agreements
6-121	440.24(1) & (2)	Enforcement of Workers Compensation (Comply in 10 days)
6-121	440.25(1)	Petition for benefits: 130 days; Mediation
6-123	440.25(5)(a)	Appeal of claims (30 days)
6-125	440.32(1)	Hearing before the Judge of Compensation Claims
6-127	440.38(1)(B)	Self Insurers
6-151	440.54	Violation of Child Labor Law (Double Payment) not exceed double amount

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CHAPTER: 7

SAFETY



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SAFETY - HIGHLIGHTING REFERENCES

CHAPTER 7: SAFETY

PAGE#	DESCRIPTION:
7-9	Record Keeping: Log 300/300A: servers 2 purposes occupational injuries, illness
7-10	Complete the log later no later than seven working days after knowledge of incident
	and keep current
7-11	301: The summary of occupational injures , illness
7-12	Example of Log 300A: Summary of illness or accident
7-16	Must retain records five calendar years
7-17	Penalties: \$10,000. six months for false statements or reports
7-20	Distinguishing Injuries are caused by instantaneous events - suddenly.
7-20	Illness other than instant - over a period of time
7-23	First Aid; One time treatment, minor injury - not recordable
7-24	Recordable injuries TOTS Pro SCHOOL
7-25	First Aid: No recordable except for loss of consciousness, motion or transfer
7-26&7-27	Lost workdays: Days employee is not able to work "beyond day of injury". Do not
	include: Day of injury & day employee did not work (holidays, etc.)
7-28	Reporting Fatalities: One or more fatalities or hospitalization of three or more
	employees - 8 hours to report to OSHA Note: Worker's Compensation - 24 hours of
	notification of in-patient hospitalization
7-33	Regulatory, willful, repeat violations15 identifies within 5 years
7-36-7-39	Components of a safety program. 1-10
7-39	(P)Definitions: "Shall" means mandatory, (Q) "should" means recommended

PAGE#	DESCRIPTION:
7-40	Safety & Health Summary: Contractor may designate authority for application and
	enforcement, but not responsibility
7-44	Excavation, trench & shore. Figure 4 (support or shield system - 20' max.)
7-49	Rigging (Special rigging applications, considerations 1-13)
7-50	Ropes, types and parts of (Figure 1)
7-51	Nylon rope: stretch 10% - 40%
7-56	Safe working load: Examples Calculations
7-58	Rope Storage to prevent deterioration use steps 1 thru 5.
7-69	Safe working load in tons: Examples
7-87	Braided Sling: (Conditions 1-10)
7-91	Hand Signals (Signaling Safety)

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CHAPTER: 8

CONSTRUCTION CONTRACTS & SUBCONTRACTS

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CHAPTER 8:

CONSTRUCTION CONTRACTS AND SUBCONTRACTS - HIGHLIGHTING REFERENCES

CHAPTER 8: CONSTRUCTION CONTRACTS AND SUBCONTRACTS

PAGE#	DESCRIPTION:
8-5	What is a contract? Elements: Offer, Acceptance, Consideration
8-6	There are typically 3 key terms of a construction contract A-C.
8-7	In construction setting the following Agreements must be in writing to be
	enforceable #1- #6.
8-7 & 8-8	Types of construction contracts: Fixed Price, Cost Plus, Design/Build & Construction
	management contracts.
8-9	Implied Terms: Terms supplied by law but not otherwise addressed expressly
	in the agreement. #1-#10.
8-10	Express Terms B. Retainage – Typically 10%.
8-16	Order if or precedence, a) b) c) An example in the event of a conflict between or
	among the contract.
8-18	Chapter 588 Notice of Defect & opportunity to cure – Must be in the Contractors
	Contract.
8-22	Lien Law Warning: Must be in the front page of the contract.
8-25	Breach by Party performing the work – if a contractor or subcontractor
	the party paying for the work is entitled to recover the cost.

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CHAPTER: 9

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& PAYMENT BOND PRIMER



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CHAPTER 9: Constuction Lien & Payment Bond Primer

This chapter covers Chapter 713 Florida Statutes which is the Florida Construction Lien Law. The first section is an overview with interpretations of the lien law. It has a detailed table of contents and covers almost all aspects of the Construction Lien Law.

Page 9-48 starts the section on Construction Payment Bonds and includes information on the Federal Miller Act, as well as the Florida Little Miller Act.

On page 9-71 there is a table of contents for the copy of the actual Construction Lien Law - Chapter 713 of the Florida Statutes. Use this section if you cannot find the pertinent information in the chapter overview.

This chapter covers Chapter 713 Florida Statutes is to protect the owner and those that perform work or deliver supplies to a piece of property. Under the Construction Lien Law, the property that services are performed on, or deliveries are made to, becomes the security. In the event the debts are not paid, the property can be eventually foreclosed through a Construction Lien Law sale.

IN PRIVITY means that the person supplying the labor or materials to the job site was employed by the property owner. A "NOTICE TO OWNER" is NOT required when in privity with the owner.

NOT IN PRIVITY means that labor or materials were supplied to the job site under the direction of a third party, such as a contractor hired by the owner

A person NOT IN PRIVITY must file a "NOTICE TO OWNER" within 45 days from delivery of labor or supplies. If the laborers or suppliers fail to file within the 45 day period, their rights against the property are extinguished. If the 45th day is on a Sunday, the courts allow 46 days for timely filing.

Once a NOTICE TO OWNER has been served, or if in privity with the owner, the laborer, supplier, or contractor must file a CLAIM OF LIEN within 90 days after the final furnishing of labor, materials, or services to the job site. A "CLAIM OF LIEN" constitutes a lien against the property, whereas a "NOTICE TO OWNER" does not.

A "CLAIM OF LIEN" will last for a period of one year and will expire if no legal action is taken during that time. The owner must be served with a copy of the claim within 15 days, or it will lose its effect. If the owner files a NOTICE OF CONTEST OF LIEN," that one year is shortened to 60 days.

If a laborer or material supplier does not exercise his rights timely under the Construction Lien Law, the property to which the labor or materials were delivered cannot be held liable for payment of the debt.

CONSTRUCTION LIEN AND PAYMENT BOND PRIMER - HIGHLIGHTING REFERENCES

CHAPTER 9: 2021 CONSTRUCTION LIEN AND PAYMENT BOND PRIMER

PAGE#	DESCRIPTION:
9-8	What is Construction Lien? The first element of a construction lien
9-8	Note that there must be either a contract directly with the owner,
9-9	Special rules for residential construction warning required.
9-9	the contract must contain the following language; 12 point cap
9-10	Property owned by married persons; the only exception; ten days
9-10	Leasehold property; If the contract for improvement is made9-10 9-11
	Small direct contract exemptions; \$2,500 or less, \$7,500 or less
9-11	Construction Lien Law not applicable to Public Owners and public
9-12	What is a Notice of Commencement? Purpose; First; The second
9-12	Duty to record and post notice of commencement.
9-13	Time to record notice of commencement: 90 days before
9-18	Am I a lienor?; a) – f) The proper list describes: $1 - 6$.
9-19	What Work is Lienable? Improvement to real property
9-19	Work such as lawn, pool maintenance is not permanent benefit
9-20	Non-privity claimants must serve. 1) 2) 3)
9-21 & 9-22	Notice to owner; Forty-five days
9-28	Claim of lien; The claim of lien must be recorded90 days
9-31	Serve A Copy of the Claim of Lien on the owner; 15 days
9-31 & 9-32	Notice of Contest of lien; 60 days
9-32 & 9-33	Twenty Day Summons to Show Cause; twenty days. 713.21(4)
9-38 & 9-39	Contractors final payment affidavit; If the contractor45 days
9-42	Criminal Remedies; Misapplication of construction funds.

PAGE#	SECTION#	DESCRIPTION:
9-68	Part I	Lien Law Statues - Suggested Sections: 713.01, 713.02, 713.05,
		713.08, 713.12, 713.135, 713.18, 713.22 and 713.345
9-68	713.01	Important definitions: (9), (15), (18), (25) and (27)
9-70	713.02(5)	Exempt 2,500 or less
9-72	713.06(2)(A)	Notice to owner required (except labor) within 45 days of start or
		before Final payment
9-75	713.06(4)(a)	Priority of Payment:
		(1) Labor, (2) Subcontractor & Material men (3) Contractor
9-76	713.08(4)(c)	Serve within 15 days
9-76	713.08(5)	Record lien not later than 90 days after completion of work
9-79	713.13(G)(2)	Notice is void unless work starts within 90 days
9-84	713.18	Manner of servicing Notices:
		(a) actual delivery, (b) Registered or certified mail, (c) posting on site
9-86	713.22	(1) Duration of lien: One (1) year
9-86	713.22	(2) Notice of contest of lien: 60 days
9-86	713.23	(1)(a) Payment bond: Exempts owner
9-88	713.23(f)(2)	Bond secures all liens except that of the contractor
9-93	713.23(1)(b)	Moneys received for real property improvement; penalty for
misapplication.		
		1. 100K or more; First Degree Felony
		2. 1K or more but less than 100K; Second Degree Felony
		3. Less than 1k ;Third Degree Felony

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CHAPTER: 10

PROJECT MANAGEMENT

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CHAPTER 10: PROJECT MANAGEMENT

Project Management covers estimating and scheduling. The first part of this chapter covers types of estimates. Such as; factors that affect estimates and bidding procedures.

Scheduling, which includes the **Critical Path Method**, starts on **page 10-57**. This section goes from project planning through the process of creating a project schedule.

Page 10-65 is the beginning of the section on Contract Administration, and includes information on job responsibilities for the key personnel on a project.

On page 10-73 you will find Terms and Definitions.

The Metric System Addendum can be found on page 10-77.

On Page 10-91 is "Environmental Compliance for the Construction Industry"

CHAPTER 10

PROJECT MANAGEMENT - HIGHLIGHTING REFERENCES

CHAPTER 10: PROJECT MANAGEMENT

PAGE#	DESCRIPTION:
10-7	CSI Master Format: 49 Divisions
10-9	General clauses and conditions sections
10-13	Estimating guidelines suggestions 1 through 16
10-27	Factors Affecting Production 1 through 7
10-28	Labor Estimates; 1) Preliminary manpower and 2)Detailed manpower
10-30	Factors Effecting Production 1 through 7
10-34	Types of Contracts
10-54 10-54	Sub Contractors 50% to 70% Change Orders
10-57	Network Analysis: CPM, PERT, Advantages & Disadvantage 1-13
10-58	Disadvantages of Network Analysis
10-58	Project Planning: Preliminary
10-59	Network Construction: two types of dependency1. "Hard" 2. "Soft"
10-59	In Construction two types of diagramming techniques; precedence & tradi
10-60	Representation of Activities and Events; Activity, Connectors and events
10-63	Project schedules: should be reviewed and updated once every 30 days
10-63	Step 2 Develop the Jo Logic Table
10-65	Change orders Change and extra work can be initiated by the architect / owner.
10-65	Subcontractor Change Orders; 1 through 3

10-67	Subcontractor: Documents required. Trouble area
10-68-69	Subcontractor default: Discrepancies - address in writing as A Notice of Non-
	Compliance. Article A-D
10-71	Project closeout items
10-71	Job responsibilities; project manager, project superintendent, project Engineer,
	and project accountant.

PAGE# SUGGESTED DEFINITION:

10-73	Back Charges and Change Orders
10-74	CPM, Estimated Cost to Complete and Front End Loading
10-75	Joint Venture and Negotiated Contracts
10-76	Sub Contract, Substantial Completion

PAGE# METRIC SYSTEM:

10-88 Be aware of the Buy American Act has been expanded to include Mexican, Canadian and some European goods.

10-88 Our largest trading partners and closets neighbors, Canada and Mexico, are metric countries.

PAGE# ENVIRONMENTAL COMPLIANCE FOR THE CONSTRUCTION INDUSTRY:

10-93	Record Keeping and Reporting
10-94	Costs of Environmental Non-Compliance: Florida allow penalties up to \$10K per day
10-95	Hazardous Waste Management
10-97	Asbestos and Lead Base Paint
10-98	Wetlands



A.I.A. Documents: 201, 401 & 710

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A.I.A. DOCUMENTS - HIGHLIGHTING REFERENCE SHEET

A201 GENERAL CONDITIONS OF THE CONTRACT (2017)

- **1.1.1** Contact documents, modifications, bidding document: what they consist of.
- **1.1.2** The contract document...shall not be constructed to create... (1), (2), (3) & (4)....
- **1.5.1** Drawings/specs belong to Architect. One record set for contractor. All others returned
- **2.3.1** The owner shall secure and pay for ...
- **2.3.4** The Owner shall furnish surveys describing physical..
- **2.3.6** The owner shall furnish to the contractor one copy of the ...
- **2.5** If the Contractor defaults or neglects to carry out the Work....ten-day period....
- **3.1.3** Contractor shall not be relieved of its obligations to ...
- **3.2.2** Because the contract documents are complimentary... (1st sentence)
- **3.2.2** These obligations are for the purpose of facilitating.... not for the purpose of discovering errors,...
- **3.3.2** The Contractor shall be responsible to the Owner for acts....
- **3.4.3** The Contractor shall enforce strict discipline and good order....
- **3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment... good quality...
- **3.7.1** Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections.
- **3.7.4 Concealed conditions:** 14 days after first observance of the conditions.
- **3.8** Allowances: The Contractor shall include in the Contract Sum all allowances stated in the....
- **3.8.2** Unless otherwise provided in the Contract Documents, **1**, **2**, **& 3**
- **3.11** The Contractor shall make available, at the project site, the Contract Documents, including Change Orders,
- **3.12.1** Shop Drawings: prepared by Contractor, Sub, Manufacturer... to illustrate part of job.
- **3.12.2** Product Data are illustrations ...
- **3.12.3** Samples are physical examples ...
- **3.12.4** Shop drawings, product data and samples are NOT ...
- **3.12.7** Contractor cannot begin work until Architect approves shop drawings.
- **3.12.8** Contractor NOT relieved from errors in shop drawings approved by Arch, unless notifies in writing, at time of submission, and that specific deviation is approved.
- **3.13** Contractor must confine operations to areas permitted by law.
- **3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste..
- **3.15.2** If the contractor fails to clean up ...

- **3.18.1** Contractor shall indemnify (reimburse) & hold harmless the Arch, Owner, Consultants ... against claims, damages...
- **4.2.1** Architect is the OWNERS representative during construction until the date the Architect..
- **4.2.8** The Architect will prepare the Change Orders ... as provided in Section 7.4
- **4.2.11** The Architect will interpret and decide matters ...
- **4.2.13** The Architect's decisions on matters related to ... AESTHETIC ... will be FINAL ...
- **5.3** Contractor shall require each Subcontractor, to the extent of the Work to be performed by the...
- **6.1.1** The owner reserves the right to perform construction......
- **6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs
- **7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect...
- 7.4 The Architect may order minor changes in the Work that are consistent with the intent of the...
- **8.1.1** Definition of "contract time"
- **8.1.4** Definition of term "day"
- **8.3.1** Delays by owner or pending arbitration: Owner shall give Contractor change order.
- **9.2.** Schedule of Values submitted BEFORE first application for payment.
- **9.3.1** Itemized APPLICATION for payment to Architect 10 days before payment is due.
- **9.4.1** Architect issues certificate of payment to owner within 7 days of receipt of application.
- **9.5** Reasons to withhold payment in full or part.
- **9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding...
- **9.7** Failure to pay within 7 days of due date 7 additional days notice to stop work (suspend).
- **9.8.1** Substantial completion: when owner can occupy work for intended use.
- **9.8.4** When the Work ... first sentence
- **9.10.2** Neither final payment ... (1) (2) (3) (4) (5)
- **9.10.5** Acceptance of final payment is waiver of claims except those in writing.
- **10.1** Contractor responsible for job site safety
- **10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable...
- **10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes,
- **10.3.1** If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions.....
- **11.1.1** Insurance's required: General & public liability, worker comp, property damage automobile, contractual liability.
- **11.1.4** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents,

- **11.4.1** The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.
- **12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor.
- **12.2.1** Contractor bears cost of correcting rejected (warranty) work.
- **14.1.1** TERMINATION BY Contractor <u>30 consecutive day</u> stoppage- reasons for... .1, .2, .3, & .4
- **14.1.3** The contractors may upon 7 days ...
- **14.1.4** Owner fails to carry out his responsibility 60 consecutive days ... may upon 7 additional days Contractor can terminate.
- **14.2.1** Termination by OWNER: 7 days written notice reasons, no further payments until work is done, Contractor pays owner difference if not enough. .1, .2, .3, & .4
- **14.2.2** When any of the above reasons exist ... 7 days written notice1,.2,.3
- **14.3.1** Owner can terminate/suspend at his convenience: Cost to be determined.
- **14.4.3** In case of such termination for the Owner's inconvenience, the Contractor shall be ...
- **15.1.3.1** shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition
- **15.1.5** If the Contractor wishes to make a Claim for an increase in the Contract Sum,
- **15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time....
- **15.2.1** If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker,....
- **15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: .1,.2,.3,
- **15.2.6.1** Either party may, within 30 days... demand in written that... file for mediation within 60 days of the initial decision
- **15.3.1** Claims, disputes ... shall be subject to mediation as a condition precedent ...
- **15.4.1** but not resolved by, mediation shall be subject to arbitration which, unless the
- **15.4.2** The award rendered by the arbitrator or arbitrators shall be final and judgment ...

A401 Contractors / Subcontractors (2017)

- **1.1** Subcontract documents. Consists of (1) thru (5).
- **ART. 2** The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner,
- **3.2.2** Contractor shall supply suitable area for storage during construction.
- **3.3.2** Contractor shall NOT give instructions directly to employees of Sub unless designated.
- **3.2.4** If hazardous materials or substances are being used on the site by the Contractor, give....notice
- **3.5** Subcontractor default 5 working days notice of deficiency to correct.
- **4.2.6** The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract
- **4.3.2** Sub shall pay Federal, State, Local Tax, Social Security, Unemployment, and Workers Comp.
- **4.4.1** Sub shall report to Contractor with 3 days injuries to employees or agents of sub.
- **4.4.3** Asbestos/PCB's etc STOP WORK in area immediately affected.
- **4.5.1** Subcontractor shall keep the premises and surrounding area free from accumulation of waste.
- **4.6.1** The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and.........
- **4.8** Contractor FAILS to pay sub 7 days after due 7 day additional notice to STOP WORK
- **5.3** Claims for ADDITIONAL COSTS: 2 working days before Contractor has to submit claim.
- **6.3.1** Arbitration: American Arbitration Association Construction Arbitration Rules.
- **7.1** TERMINATION by Sub: 60 days or longer. Recover work, materials, equipment, overhead, profit, damages.
- **7.2.1** Termination by CONTRACTOR: Sub Fail to perform 10 days notice.
- **10.1** The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract.
- **11.3** Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed.
- Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing.
- **12.1.4** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the Contractor requirements in this Article 12 at the following times:

A701 Instructions to Bidders (2018) Highlighting

- **1.1** Bidding documents / Contract documents.
- **1.3** Addenda issued by Architect PRIOR to execution of contract.
- **1.4** Bid: Property signed proposal for work and the sum.
- **1.5** Base bid before alternates.
- **3.1.1** Bid deposits refunded 10 days after return of plans or winning of bid.
- **3.2.1** At once report to Arch in writing.- errors, inconsistencies, omissions.
- **3.2.2** Clarifications / Interpretations: In writing 7 days prior to receipt of bid.
- **3.3.2** Substitutions: Submit for approval in writing 10 days before receipt of bid.
- **3.3.3** Approved substitutions will be included in Addendum
- **3.4.1** Addenda will transmitted to Bidders known by the issuing to have received complete Bidding
- **3.4.3** No Addendum issued within 4 days of receipt of bid except to withdraw or Postpone bid.
- **4.1.3** Sums expresses as words and figure. Words Govern in case of discrepancy.
- **4.1.4** Interlineations, alternatives & erasures: initialized by signer of bid.
- **4.2** Bid security may be required to guarantee execution of work.
- **4.3.1** Bids enclose in sealed opaque envelope with Address, project etc. IF MAILED, SEPARATE envelope with "SEALED BID ENCLOSED" on outside face
- **4.3.2** Bid Deposited after date shah be returned unopened.
- **4.3.4** Oral, telephonic, telegraph, facsimile will NOT receive consideration.
- **4.4.2** Modifications prior to date. in writing, over signature of bidder.
- **5.2** Rejection of Bids, unless otherwise prohibited by law.
- **5.3** Acceptance of Bid (Award)
- **5.3.1** It is intent of the Owner to award a Contract to the lowest responsive and responsible Bidder.
- **6.1.1** AIA 305 Contractors Qualification statement.
- 6.2 Within 14 days of expiration of withdrawal, owner shall show financial arrangement have been made for contract, if requested by bidder. No execution required without.
- **6.3.1** Selected bidder shall supply owner designation of work by employees, contractors, material men.
- **6.3.3** If owner objects to persons or entity: Contractor can withdraw or substitute.
- **7.2.1** Contractor shall deliver bond within three days after execution of contract.
- **7.2.2** Unless otherwise provided the bonds shall be Written on AIA Document A312, Performance Bond and Payment
- **7.2.3** The bonds shall be dated on or after the date of the Contract.



Builder's Guide to Accounting Highlighting

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BUILDER'S GUIDE TO ACCOUNTING (2001) HIGHLIGHTING REFERENCE SHEET

Page	Subject
8	Keeping records required by law
8-11	Required records: sales, receivable, check disbursements, payroll, and equipment
10	Petty cash fund for small day-to-day expenses (see also impress systems)
11	Accruals; adjusting entries
12	Ratios; trends; divorce from dollars & cents; relative health of business
15-16	Double entry bookkeeping
15	Debit – Positive = left side; Credit – Negative = right side
16	Expense account debit oriented
17	T-account
17	Assets = Liabilities + Net Worth
23-24	Percentage of completion = Cost to date / total cost deferred (unearned) vs. accrued (earned income)
25	Completed contract: income recognized only when 100% complete
32	Cash method: entry only when cash changes hands
46	Aging list - % of accounts receivable past due
54-55	Average days outstanding receivable
65	Bad debt ratio: year-to-date ratio
65	Bad debt reserve: month end accounts receivable / previous quarter ratio
67	Delinquent receivables are the amounts due more than 30
73	Figure 6-3: All other income
88	Profit & loss statement: commercial & residential allocation
100	Debit memo i.e. printed checks
120	Job estimate (not a good method of valuing inventories)
	First in First out (FIFO) First in Last out (FILO or LIFO)
121	Cost of goods sold divided by average Inventory (good ratio for checking inventory)
138	Federal Tax Forms
142	Variable & Fixed Expenses
149	Accrual – expense recorded before their payment; prepaid asset account
156	Classifying Fixed Assets: land not subject to depreciation
158	Equipment records: Purchase; utilization, maintenance, depreciation
161	Depreciation
163	Straight line depreciation
164	Declining balance depreciation
175	Paying off the current liabilities reduces both current assets and liabilities
176	Cash budgeting: Cash movement
178	Break-even point: Fixed overhead + Sales expense + Direct Costs
180	Cash Control: Cash is the most often lost asset you have
208	Petty Cash – best method – impress system – for legal tax deductions. You can't deduct what you can't document.

Page	Subject
209	Payment supported by signed receipt.
215	Check book / bank statement reconciliation
226	Job completion schedules
229	Fixed overhead: past years cost projected for estimate
229	Annualized total labor hours for allocation
237	Non accrual journal entries – (do not change balance of cash on hand)
248	Relationship between statements: Balance sheet, Income statement, Cash flow
252-256	Definitions: Balance sheet accounts / Income statement accounts
253	Intangible assets: Goodwill, Covenants not to compete
268	Balance sheet ratios (explained)
272	Income ratios (explained)
273	List of common ratios
281	Common posting errors
301	Cash accounting; not posted until cash changes hands
308	Plotting job profits figure 27-2 and 27-3
316	Bank loans: interest takes losses into account
316	Contractor must do more than show he is best craftsman in town
317	Load requirements
318	Small Business Administration (SBA) Load; turned down by 1 bank or more.
327	Chart of Accounts
331	Financial Statements Balance Sheet Income statement et al.
351	ontractors Prep School

Contractus END p School