PROJECT MANUAL

100% Construction Documents ALW Project No. 21414

December 9, 2021



North Florida Innovation Labs

Leon County Research & Development Authority



EDA Investment No. 04-79-07447

Architect



Consultant Team

Affiliated Engineers, Inc.
Bliss & Nyitray, Inc.
Poole Engineering & Surveying, Inc
RS&H, Inc.
Tullo Planning Group

PROJECT MANUAL

TABLE OF CONTENTS

FRONT END - DIVISION 00

002113	INSTRUCTIONS TO BIDDERS
004100	BID FORM
004323	ALTERNATES FORM
004325	SUBSTITUTION REQUEST FORM
004336	PROPOSED SUBCONTRACTORS FORM
005000	CONTRACTING FORMS AND SUPPLEMENTS

ADDITIONAL REQUIREMENTS

ATTACHMENT A ATTACHMENT B ATTACHMENT C	DAVIS BACON WAGE RATE DETERMINATION LOBBYING CERTIFICATION AND RESTRICTION FORM REQUIREMENTS FOR AFFIRMATIVE ACTION – EEO
ATTACHMENT D	CONTRACTING PROVISIONS FOR CONSTURCTION PROJECTS
ATTACHMENT E	EDA CONSTRUCTION SITE SIGN SPECIFICATIONS
ATTACHMENT F	A101 – 2017 DRAFT STANDARD FORM OF AGREEMENT BETWEEN
	OWNER AND CONTRACTOR (STIPULATES SUM)
ATTACHMENT G	A101 – 2017 DRAFT EXHIBIT À – INSURANCE AND BONDS
ATTACHMENT H	A201 – 2017 DRAFT GENERAL CONDITIONS OF THE CONTRACT
	FOR CONSTRUCTION
ATTACHMENT I	A312 – 2010 DRAFT PAYMENT BOND
ATTACHMENT J	A312 – 2010 DRAFT PERFORMANCE BOND
ATTACHMENT K	GEOTECHNICAL REPORT

TECHNICAL SPECIFICATIONS – VOLUME 1 UNDER SEPARATE COVER TECHNICAL SPECIFICATIONS – VOLUME 2 UNDER SEPARATE COVER

SECTION 002113 INSTRUCTIONS TO BIDDERS

INVITATION

1.01 BID SUBMISSION

- A. Bids signed, executed, and dated will be received at the office of the Owner at 2051 E. Paul Dirac Drive, Suite 100, Tallahassee, FL 32310 before 2 p.m. local standard time on the 15 day of February 2022.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.
- D. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

1.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete a +/- 40,000 GSF High Tech Business Incubator Building and associated site work located at 1729 W. Paul Dirac Drive, Tallahassee, FL 32310 for a Stipulated Sum contract, in accordance with Contract Documents.

1.03 MINIMUM QUALIFICATION OF BIDDERS

- A. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.
- B. Evidence of competency shall consist of statements covering the bidder's past experience on similar work of similar value and a list of key personnel that would be available for the work.
- C. The bidder is required to have successfully completed, within the last five years and as the prime contractor, at least three laboratory, healthcare, advanced manufacturing, or projects of similar complexity of over 20,000 GSF. Include a brief narrative for each of the qualifying projects including the project name and location, date of completion, construction cost, and reference contact. Failure to demonstrate the required minimum experience may, at Owner's sole discretion, cause the bidder to be considered not qualified or the Bid to be considered non-responsive and the Bid rejected without opening.
- D. The Owner reserves the right to request any additional supporting documents deemed necessary after the Bid opening regarding the bidder's previous work experience, and the bidder shall provide such information within 48 hours of such request.
- E. In addition, each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be marked 'confidential business information' and signed by an independent certified public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

1.04 REQUIRED LICENSES

A. Each Bid shall include a copy of all necessary licenses, registrations or certifications that are required to perform the Work. As a minimum qualification, bidder shall possess the necessary license(s) and be certified in accordance with Chapter 489, Florida Statutes.

1.05 OBLIGATION OF BIDDERS

A. The bidder must inform itself fully of the construction, labor and security conditions under which the Work is to be performed. The bidder shall not be relieved of its obligation to furnish all

material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason of having failed to inform itself with respect to those matters.

1.06 CONTRACT TIME

- A. Notice to Proceed will be no later than March 17, 2022.
- B. Substantial Completion will be 600 days or less following Notice to Proceed.
- C. Final Completion will be 90 days or less following Substantial Completion.

OTHER CONDITIONS OF BID

2.01 FEDERAL PARTICIPATION DISCLOSURE

A. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

2.02 PUBLIC ENTITY CRIMES ACT

A. By signing the Bid Form, the bidder represents that it is not precluded from submitting a bid under Section 287.133(2)(a), which provides as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

2.03 FLORIDA SALES TAX, OTHER TAXES AND PERMITS

- A. The bidder is responsible for paying to the appropriate governmental entity all applicable taxes. Any applicable tax legally enacted when the bids are received shall be included in the Total Bid Price by the bidder, whether or not yet effective or merely scheduled to go into effect. The bidder is responsible for all permit fees as required by the Contract Documents.
- B. The Owner reserves the right to remove from the scope of work the direct purchase of certain materials to be used or incorporated into the Project. Owner's direct purchase of materials, if any, will be determined after the Contract has been awarded. If Owner decides to directly purchase materials, a deductive change order will be issued in an amount that accurately reflects the reduced scope of work, which will normally be the amount of the direct purchase invoice plus the amount of the saved sales tax. Bidders shall not reduce their Bid in anticipation of any Owner direct purchase.

2.04 CONSTRUCTION LIEN LAW

A. Bidders are hereby informed that as a public entity, the Owner's property is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

2.05 PROHIBITED COMMUNICATIONS

- A. From the time this Invitation to Bid is issued until a final decision is made by the Owner as to the award of a contract, Bidders are instructed to:
 - Only contact the Architect, identified in section 3.05 herein, regarding this Bid in writing; provided any such contact shall be limited to questions regarding the Bid process or Bid Documents provided and shall not relate to the merits of the Bidder's Bid or another Bidder's Bid; and
 - 2. Other than discussions held during the Prebid conference and public meetings of the Owner's Board or of the Owners Oversight Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of

the Owner's Board or any other representative of the Owner regarding this Invitation to Bid. the Bidder's Bid or another Bidder's Bid shall occur.

B. Any contact or communication in violation of the provisions above shall be cause for rejection of the Bidder's Bid.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Amount: Monetary sum identified by the bidder in the Bid Form.

3.02 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. The bidder is required to carefully examine the site of the proposed Work, the Bid Documents, Plans, Specifications, and Contract Documents. Bidders shall satisfy themselves to the character, quality, and quantities of Work to be performed, materials to be furnished, and to the requirements of the proposed Contract. The submission of a Bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Contract, Plans, and Specifications. A site visit will be conducted either following the Pre-Bid Conference or at a time specified during the period allowed for bidding.
- B. Boring logs and other records of subsurface investigations and tests may be available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that may be furnished by the Owner.
- C. Owner disclaims all responsibility whatsoever with respect to the sufficiency or accuracy of test borings made, or of the logs of test borings, or of other investigations or records of subsurface conditions (including but not limited to, underground utility locations, or of the interpretations made thereof), and there is no warranty or guaranty, expressed or implied, that the conditions indicated by such test borings, logs, investigations, records, or information are representative of conditions existing throughout the Work site, or any part thereof, or that unforeseen developments may not occur.

3.03 AVAILABILITY

- A. Bid documents may be obtained by downloading from the Authority's website at: http://innovation-park.com/opportunties/ or by email request to: sgoodwin@think3d.net.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect which is located at 206 W. Virginia St., Tallahassee, FL 32301.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

A. Direct questions to Architect, email; sgoodwin@think3d.net.

- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum.
- D. Addenda will be forwarded to known recipients and posted to the website.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
 - 1. Project Manual establishes standards for products, assemblies, and systems.
 - 2. Provide sufficient information to determine acceptability of proposed substitutions.
 - 3. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- B. Substitution Request Time Restrictions:
 - 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- C. Substitution Request Form:
 - Submit substitution requests by completing the form in Section 004325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. Review and Acceptance of Request:
 - Architect may approve the proposed substitution and will issue an Addendum to known bidders.
 - For approved substitutions, include representation of changes in the bid, if any, required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions will not be considered.
- E. See Section 012500 Substitution Procedures for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The site is available to examine during normal business hours.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 10 a.m. on the 25th day of January, 2022 at the location of 2051 E. Paul Dirac Drive, Suite 100, Tallahassee, FL.
- B. All general contract bidders are invited. Bidders are encouraged to attend the conference, however attendance is not mandatory. The conference will be made available for virtual attendance, a link will be posted to the owner's website for attendance information.
- C. Representatives of Architect and Owner will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

- C. The bidder shall submit its Bid on the forms furnished by the Owner. All blank spaces in the Bid forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the Bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
- D. No modifications to the Bid Documents shall be permitted, unless made pursuant to an addendum. Bids must be submitted on an exact reproduction of the Bid forms provided.
- E. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

5.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, invalidate the bid.

BID ENCLOSURES/REQUIREMENTS

6.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- G. If no contract is awarded, all security deposits will be returned.

6.02 PERFORMANCE ASSURANCE

- A. Include the cost of Performance and Payment Bonds in the Bid Amount and identify the cost on the Bid Form.
- B. Surety Companies must be listed on US Department of Treasury Circular 570.

6.03 INSURANCE

A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

6.04 CONSTRUCTION CONTRACT TERMS

- A. Retainage:
 - 1. Retainage on progress payments shall be 5% through substantial completion.
- B. Liquidated Damages:
 - 1. Liquidated damages shall be set at \$1,000 per calendar day.

6.05 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.

- 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
- 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

6.06 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 - 1. Document 004336 Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 - 2. Document 004323 Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section 0123000 Alternates.

6.07 PUBLIC OPENING OF BIDS

- A. Bids shall be opened, and read, publicly at the time and place specified in the Instructions to Bidders. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (by written request) or received after the time specified for opening bids shall be returned to the bidder unopened.
- B. In determining the apparent low bid, the Owner reserves the right to correct, in all bids, obvious mathematical errors.
- C. In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive irregularities or technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the Work otherwise. All such actions shall promote the Owner's best interests.

6.08 SELECTION AND AWARD OF ALTERNATES

- A. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments. Both additive and deductive alternates will be accepted in order as listed in each respective grouping.
- B. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.

AWARD OF CONTRACT

7.01 CONTRACT AWARD

- A. If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose Bid, conforming with all the material terms and conditions of the Bid Documents, is the lowest in price.
- B. Bidders are hereby informed that the award of this Contract may be contingent upon Owner's receipt of grant funding. The Owner reserves the right not to proceed with the award of the Contract for any reason, including, but not limited to, if the lowest Total Bid Price exceeds the Owner's estimates or budget or funding is otherwise unavailable. The Owner shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Security to the bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.
- C. The Owner also reserves the right to take into consideration the bidder's Qualifications in determining if the bidder is responsible and qualified.

END OF SECTION 002113

SECTION 004100 BID FORM

THE PROJECT AND THE PARTIES

	-	•	_	_	
1	.0	1	T	r٦	
	.v			u	•

A. Leon County Research and Development Authority (LCRDA) (Owner) 1729 W. Paul Dirac Drive Project Location Address 2 Tallahassee, FL32310

4	Λ	2		$\boldsymbol{\cap}$	R.
1	u	_	-	()	к.

	A.	Project:	North Florida Innovation Labs	
1.03	DA	TE:	(BIDDER TO ENTER DATE)	
1.04	SU	BMITTED	D BY: (BIDDER TO ENTER NAME AND ADDRESS)	
	A.	Bidder's	Full Name	
		1. Add	dress	
		2. City	y, State, Zip	

1.05 OFFER (BID)

Α.	Having examined the Place of The Work and all matters referred to in the Instructions to
	Bidders and the Bid Documents prepared by Architects Lewis + Whitlock for the above
	mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the
	Work for the Sum of:

B.		
		dollars
	(\$), in lawful money of the United States of America.

- C. Bidder's Total Bid shall be for all work required in accordance with the applicable drawings, specifications, and other Bid Documents, including all costs related to the work and any required permits, taxes, bonds, and insurance. The Bidder is responsible for paying to the appropriate governmental entity all applicable taxes and permit costs. Any applicable tax legally enacted when the bids are received shall be included in the Total Bid Price by the Bidder, whether or not yet effective or merely scheduled to go into effect. All costs incurred in connection with obtaining any permit, license, test or inspection, including any required overtime in connection therewith, shall be included within the Total Bid.
- D. We have included the required security Bid Bond as required by the Instruction to Bidders.
- E. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to

Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. Notice to Proceed will be no later than March 17, 2022.
- B. Substantial Completion will be 600 days or less following Notice to Proceed.
- C. Final Completion will be 90 days or less following Substantial Completion.

1.08 ADDENDA

Α.	The	following Addenda hav	e been received.	The modifications to the	e Bid Documents noted
	belo	w have been considere	ed and all costs ar	e included in the Bid Su	m.
	1	Addendum #	Dated		

1.	Addendum #	Dated	
2.	Addendum #	Dated	
3.	Addendum #	Dated	
4.	Addendum #	Dated	

1.09 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Document 004323 Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section 012300 Alternates.
 - Document 004336 Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 - 3. Proposed Schedule of Values AIA Form G703 (or equal).

1.10 BID FORM SIGNATURE(S)

A.	The Corporate Seal of
B.	
C.	(Bidder - print the full name of your firm)
D.	was hereunto affixed in the presence of:
E.	(Authorized signing officer, Title)
F.	(Seal)
G.	
H.	(Authorized signing officer, Title)

END OF SECTION 004100

ALW 21414 Bid Form 004100 -2

SECTION 004323 ALTERNATES FORM

PAK	TICULARS
1.01	THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
1.02	(BIDDER)
1.03	TO (OWNER): LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY (LCRDA)
1.04	DATED AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
ALTE	ERNATES LIST
2.01	THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 012300 - ALTERNATES.
	ALTERNATE # 1: ADD \$
	ALTERNATE # 2: ADD \$
	ALTERNATE # 3: ADD \$
	ALTERNATE # 4: ADD \$
	ALTERNATE # 5: (DEDUCT) \$
	ALTERNATE # 6: (DEDUCT) \$
	ALTERNATE # 7: (DEDUCT) \$
	ALTERNATE # 8: (DEDUCT) \$
	END OF SECTION 004323

SECTION 004325 SUBSTITUTION REQUEST FORM

mit for your consider	ation the following prod	uct instead of	tne specifi	ed item for the following
			F	PROJECT NO
SPEC. NAME	PARAGR	APH	SPECIFII	ED ITEM
titution:				
e information on char roper installation.	nges to Drawings and/o	or Specificatio	ons which p	roposed substitution will
upon receipt of a writ	ten request to the Desig			
N OF EQUAL PERFOR	RMANCE AND ASSUMP	TION OF LIAE	BILITY FOR E	EQUAL PERFORMANCE
d states that the functi	on, appearance, and qua	ality are equiva	alent or supe	erior to the specified item.
			Title	
	FAX Num	ber	Date	
			he above te	erms. Failure to provide
sign Professional:				
mmended	Recommended	as Noted		
ecommended	Received Too L	ate		
ner's Representati	ve or Owner:			
otedA	accepted as Noted			
cceptedF	Received Too Late			
	DRAW SPEC. NAME titution: e information on char roper installation. quest, all necessary secified. Clearly mark the materials and equipon receipt of a write ds as described in Second states that the function distance will result in sign Professional: mmended decommended	DRAWING NAME SPEC. NAME PARAGR titution: Iniformation on changes to Drawings and/oroper installation. Iguest, all necessary samples and substantiative ecified. Clearly mark manufacturer's literative the materials and equipment described in the upon receipt of a written request to the Design as a described in Section 002113. NOF EQUAL PERFORMANCE AND ASSUMP at states that the function, appearance, and quadrates that the function, appearance, and quadrates that the function of approval. Sign Professional: Immended Immended	DRAWING NAME SPEC. NAME PARAGRAPH Ititution: Information on changes to Drawings and/or Specification oper installation. Injuest, all necessary samples and substantiating data to proceed the materials and equipment described in the Contract Docupon receipt of a written request to the Design Profession data as described in Section 002113. NOF EQUAL PERFORMANCE AND ASSUMPTION OF LIABLE at states that the function, appearance, and quality are equivered by person having authority to legally bind his firm to the diagnature will result in retraction of approval. Sign Professional: Immended Recommended as Noted Received Too Late Interest Representative or Owner: Intere	DRAWING NAME SPEC. NAME PARAGRAPH SPECIFIL titution: te information on changes to Drawings and/or Specifications which proper installation. Juest, all necessary samples and substantiating data to prove equal quecified. Clearly mark manufacturer's literature to indicate equality in the materials and equipment described in the Contract Documents will upon receipt of a written request to the Design Professional for approxists as described in Section 002113. NOF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR It is states that the function, appearance, and quality are equivalent or supering the supering professional: FAX Number Date FAX Number Date Title Title Recommended as Noted Judgment Recommended as Noted Judgment Received Too Late There's Representative or Owner: Judgment Received Too Late Received Too Late Received Too Late Received Too Late Received Too Late

EDA Investment No. 04-79-07447

Fill in Blanks Below: A. Does the substitution affect dimensions shown on Drawings? Yes _____ No ____ If yes, clearly indicate changes: B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes _____ No ____ If no, fully explain: _____ C. What effect does substitution have on other Contracts or other trades? D. What effect does substitution have on construction schedule? Manufacturer's warranties of the proposed and specified items are: E. Same _____ Different (Explain on Attachment) F. Reason for Request: G. Itemized comparison of specified item(s) with the proposed substitution. List significant variations: H. Accurate cost data comparing proposed substitution with product specified: I. Designation of maintenance services and sources:

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

SECTION 004336 PROPOSED SUBCONTRACTORS FORM

PAR'	TICULARS
1.01	HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
1.02	(BIDDER)
1.03	TO (OWNER): LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY (LCRDA)
1.04	DATED AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
1.05	THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:
LIST NEEI	OF SUBCONTRACTORS (INCLUDE ALL TRADES, PROVIDE ADDITIONAL LINES AS DED)
	WORK SUBJECT SUBCONTRACTOR NAME
	A
	B
	C
	D.

EDA Investment No. 04-79-07447

SECTION 005000 CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement is based on AIA A101.
- B. The General Conditions are based on AIA A201.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - Certificate of Insurance Form: ACORD Certificate of Insurance 25.
 - 2. Minority Business Enterprise Certification Form: Contractor's option.
 - 3. Schedule of Values Form: AIA G703.
 - 4. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Contractor's Affidavit of Release of Liens Form: AIA G706A
 - 3. Consent of Surety to Final Payment Form: AIA G707.

1.04 REFERENCE STANDARDS

- A. AIA A101 Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- B. AIA A201 General Conditions of the Contract for Construction 2017.
- C. AIA A310 Bid Bond 2010.
- D. AIA A312 Performance Bond and Payment Bond 2010.
- E. AIA G701 Change Order 2017.
- F. AIA G702 Application and Certificate for Payment 1992.
- G. AIA G703 Continuation Sheet 1992.
- H. AIA G704 Certificate of Substantial Completion 2017.
- I. AIA G706A Contractor's Affidavit of Release of Liens 1994.
- J. AIA G707 Consent of Surety to Final Payment 1994.
- K. AIA G710 Architect's Supplemental Instructions 2017.
- L. AIA G714 Construction Change Directive 2017.

END OF SECTION 005000

ATTACHMENT A DAVIS BACON WAGE RATE DETERMINATION

ATTACHMENT A - DAVIS BACON WAGE RATE DETERMINATION

"General Decision Number: FL20210233 10/01/2021

Superseded General Decision Number: FL20200233

State: Florida

Construction Type: Building

Counties: Jefferson and Leon Counties in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/01/2021	
1		01/22/2021	
2		05/07/2021	
3		09/03/2021	
4		09/24/2021	
5		10/01/2021	

ELEV0049-001 01/01/2021

		Rates	Fringes
ELEVATOR	MECHANIC	\$ 43.31	35.825

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

DMCTOIO7	0.01	$^{\circ}$	/ A 1	12016
ENGI0487	-UZI	U / /	, OT	/ ZUI6

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton		
Capacity and Over All Cranes Over 15 Ton	.\$ 33.05	9.20
Capacity OPERATOR: Forklift		9.20 9.20
OPERATOR: Mechanic	.\$ 32.05	9.20
OPERATOR: Oiler	.\$ 23.50	9.20
* IRON0402-001 10/01/2021		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	.\$ 25.50	14.66
PLUM0234-012 09/01/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation)	.\$ 31.84	15.95
SUFL2014-042 08/16/2016		
	Rates	Fringes
CARPENTER	.\$ 16.00	0.00
CEMENT MASON/CONCRETE FINISHER	.\$ 14.61	0.00
ELECTRICIAN	.\$ 17.00	0.00
INSULATOR: Mechanical (Duct,		
Pipe and Mechanical System Insulation)	.\$ 20.78	10.89
IRONWORKER, REINFORCING	.\$ 22.81	11.58

IRONWORKER, STRUCTURAL\$ 23.79	8.74
LABORER: Common or General, Including Mason Tending and Pipelaying\$ 13.64	0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$ 22.07	8.80
OPERATOR: Bulldozer \$ 15.40	1.90
OPERATOR: Grader/Blade\$ 18.97	0.00
OPERATOR: Loader \$ 14.83	1.84
OPERATOR: Roller \$ 14.43	4.78
PAINTER: Brush, Roller and Spray\$ 14.54	2.01
PLUMBER\$ 19.40	0.36
ROOFER\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation\$ 20.05	0.00
TILE SETTER\$ 18.01	0.00
TRUCK DRIVER: Dump Truck\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck\$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

ATTACHMENT B

LOBBYING CERTIFICATION AND RESTRICTION FORM

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

AWARD NUMBER AND/OR PROJECT NAME

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

above applicable certification.		

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

NAME OF APPLICANT

SIGNATURE DATE

ATTACHMENT C

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables Goals for minority participation for each trade		Goals for female participation for each trade	
	%	6.9%	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of		
County of		
City of		

ATTACHMENT D

CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

TABLE OF CONTENTS

- 1. Definitions
- 2. Applicability
- 3. Federally Required Contract Provisions
- 4. Required Provisions Deemed Inserted
- 5. Inspection by EDA Representatives
- 6. Examination and Retention of Contractor's Records
- 7. Construction Schedule and Periodic Estimates
- 8. Contractor's Title to Material
- 9. Inspection and Testing of Materials
- 10. "OR EQUAL" Clause
- 11. Patent Fees and Royalties
- 12. Claims for Extra Costs
- 13. Contractor's and Subcontractor's Insurance
- 14. Contract Security Bonds
- 15. Labor Standards Davis-Bacon and Related Acts
- 16. Labor Standards Contract Work Hours and Safety Standards Act
- 17. Equal Employment Opportunity
- 18. Contracting with Small, Minority and Women's Businesses
- 19. Health, Safety and Accident Prevention
- 20. Conflict of Interest and Other Prohibited Interests
- 21. New Restrictions on Lobbying
- 22. Historical and Archaeological Data Preservation
- 23. Clean Air and Water
- 24. Use of Lead-Based Paints on Residential Structures
- 25. Energy Efficiency
- 26. Environmental Requirements
- 27. Debarment, Suspension, Ineligibility and Voluntary Exclusions
- 28. EDA Project Sign
- 29. Buy America

1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

- (a) All contracts in excess of the simplified acquisition threshold currently fixed at \$150,000 (see 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.
- (c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.
- (d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.
- (e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.
- (f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

(g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 et seq.), and Executive Order 11738, Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (1) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REOUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

- (a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. <u>INSPECTION AND TESTING OF MATERIALS</u>

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. "OR EOUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. PATENT FEES AND ROYALTIES

- (a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.
- (b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. <u>CONTRACTORS AND SUBCONTRACTORS INSURANCE</u>

- (a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.
- (b) Types of insurance normally required are:
 - (1) Workmen's Compensation
 - (2) Contractor's Public Liability and Property Damage
 - (3) Contractor's Vehicle Liability
 - (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
 - (5) Builder's Risk (Fire and Extended Coverage)
- (c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.
- (d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

- (a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.
- (b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. <u>LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS</u> (as required by section 602 of PWEDA)

(a) Minimum Wages

- (1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (A) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (B) The classification is utilized in the area by the construction industry; and
 - (C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) Payrolls and basic records

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at https://www.dol.gov/whd/forms/wh347.pdf. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors
 - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.
- (3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees**.

(1) **Apprentices**. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered. the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) **Trainees**. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

- (e) Compliance with Copeland Anti-Kickback Act Requirements. The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.
- (f) **Subcontracts**. The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.
- (g) **Contract termination; debarment**. The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
- (h) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (i) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of Eligibility.

- (1)By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
- (2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (a) **Overtime requirements**. No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages, liquidated damages**. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) **Subcontracts**. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.
- (10)The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.
- (11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

- (b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):
 - (1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.
 - (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
 - (3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. <u>CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES</u>

- (a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.
- (b) Affirmative steps shall consist of:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
 - (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
 - (6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms

19. HEALTH, SAFETY, AND ACCIDENT PREVENTION

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 3708); and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.
- (d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. <u>CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS</u>

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

- (b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- (c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.
- (e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- (f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award

- (b) **Contract Clause Threshold**: This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.
- (c) **Certification and Disclosure**: Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.
- (d) **Continuing Disclosure Requirement**: Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.
- (e) Indian Tribes, Tribal Organizations, or Other Indian Organizations: Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

- (a) **Definition**. "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.
- (b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:
 - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
 - (2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;
 - (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and
 - (4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. <u>USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES</u>

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, "residential property" means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species**. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. <u>DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS</u>

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

(1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Economic Development Administration Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. BUY AMERICA

To the greatest extent practicable, contractors are encouraged to purchase Americanmade equipment and products with funding provided under EDA financial assistance awards.

ATTACHMENT E

EDA CONSTRUCTION SITE SIGN SPECIFICATIONS

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x 3/4"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12"

in diameter.

Paint: Outdoor enamel

<u>Colors:</u> Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the

following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

"EDA" in blue;

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION" in black;

"In partnership with" in blue;

(Actual name of the) "EDA Grant Recipient" in black;

"PUTTING AMERICA TO WORK" in blue;

"Donald J. Trump, President of the United States" in black.

<u>Lettering:</u> Specific fonts are named below; positioning will be as shown on the attached illustration.

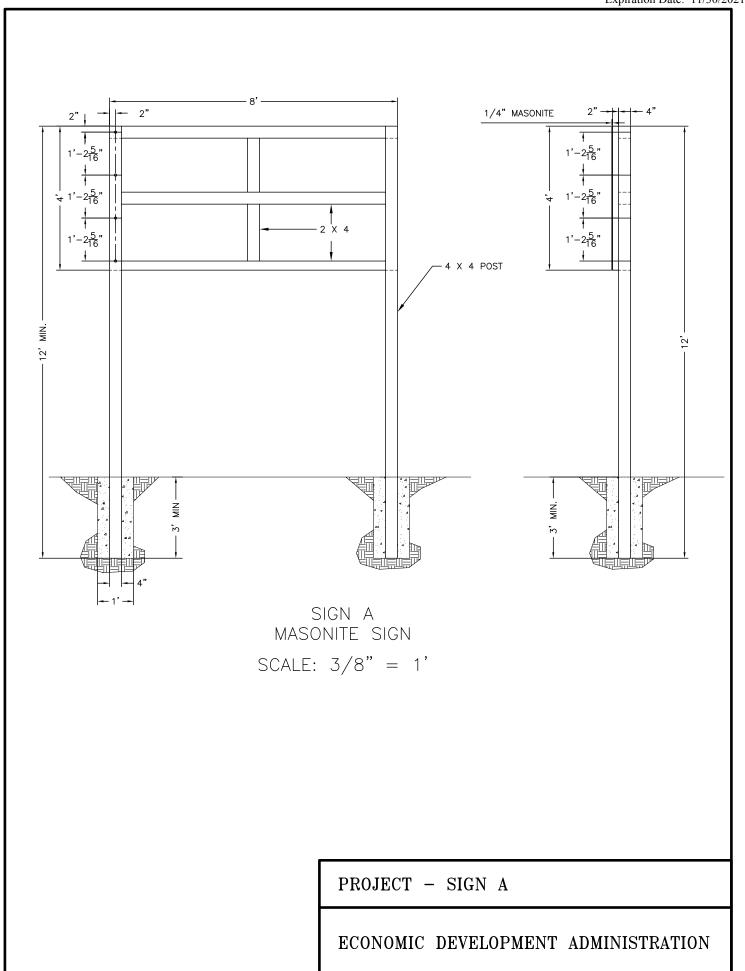
"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" use Bank Gothic Medium - Bank Gothic Med

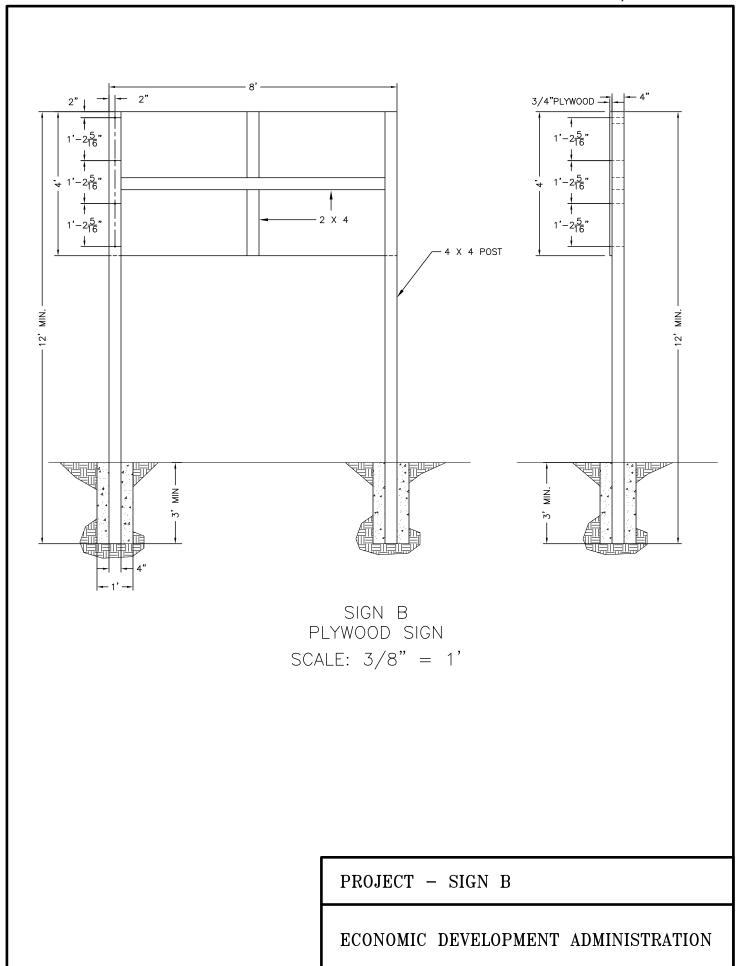
"In partnership with" use Univers TM 55 Oblique - Univers 55

(Name of) "EDA Grant Recipient" use Univers Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.







U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>



U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with
Recipient Name

Joe Biden, President of the United States

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

ATTACHMENT F

A101 - 2017 DRAFT STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED SUM)

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

DRAFT AIA Document A101 - 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year «2022 » (*In words, indicate day, month and year.*)

BETWEEN the Owner:

(Name, legal status, address and other information)

« Leon County Research and Development Authority »«LCRDA » «2051 E. Paul Dirac Drive, Suite 100 Tallahassee, FL 32310

and the Contractor:

(Name, legal status, address and other information)

« »
« »
FL License No.
Federal EIN No.

for the following Project:

(Name, location and detailed description)

«North Florida Innovation Labs – High Tech Business Incubator Building EDA Award No. 04-79-07447 » «1729 W. Paul Dirac Drive

Tallahassee, FL 32310

A new two-story high-tech business incubator approximately 40,000 GSF in size sited on 3.51 acres +/- located with Innovation Park of Tallahassee. The building program includes offices, collaboration space, wet and dry labs, prototyping labs, restrooms, kitchens, conference rooms, entry lobby, and a secure service / loading area. Sitework includes 98 parking spaces, plus four handicap accessible parking spaces, sidewalks, site lighting, and landscaping

The Architect:

(Name, legal status, address and other information) «Architects Lewis + Whitlock, PA »«ALW » «206 W. Virginia Street Tallahassee, FL 32301 » FL License No. AR0016602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRA	ACT DOCUI	MENTS
---	------------	-----------	-------

- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A1 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, including all Exhibits attached hereto and made a part of the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

[« »] The date of this Agreement

[(X) A date set forth in a notice to proceed issued by the Owner.

[()] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion

achieve Substantial Completion of the entire Work: (Check one of the following boxes and complete the necessary information.)				
[« X »] Not later than «six hundred » («600 ») calendar days from the date of	commencement of the Work.		
[() By the following date: « »		Π		
§ 3.3.2 Subject to adjustments of the Contract Time as are to be completed prior to Substantial Completion of Completion of such portions by the following dates:				
Portion of Work N/A	Substantial Completion Date			
§ 3.3.3 If the Contractor fails to achieve Substantial Co if any, shall be assessed as set forth in Section 4.5.	ompletion as provided in this Sec	tion 3.3, liquidated damages,		
ARTICLE 4 CONTRACT SUM § 4.1 The Owner shall pay the Contractor the Contract Contract. The Contract Sum shall be « » (\$ « »), sub Documents.				
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in the Contract Sun	n:			
ltem	Price			
§ 4.2.2 Subject to the conditions noted below, the follow execution of this Agreement. Upon acceptance, the Ox (Insert below each alternate and the conditions that m	wner shall issue a Modification to	this Agreement.		
Item	Price	Conditions for Acceptance		
§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)				
Item	Price			
§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)				
Item	Units and Limitations	Price per Unit (\$0.00)		
§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.) «It is agreed that if Substantial Completion or Final Completion, as defined in the Contract Documents, is not				
achieved within the established time frames, as adjusted by Change Orders, if any, the Contractor and the				

ATA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "ATA," the ATA Logo, "A101," and "ATA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by ATA software at 08:58:40 ET on 01/29/2021 under Order No.5981268922 which expires on 10/04/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the ATA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

[ISSET NOTES:

Contractor's surety shall be liable to the Owner for liquidated damages, and not as a penalty, for such delay **One Thousand Dollars (\$1,000)** per calendar day for each and every consecutive calendar day elapsing between the date fixed for Substantial Completion of the Work and the date Substantial Completion is actually achieved, and **One**

Thousand Dollars (\$1,000) per calendar day for each and every consecutive calendar day beyond the calendar days fixed for Final Completion of the Work and the date Final Completion is actually achieved. The Owner's receipt of payment for such Liquidated Damages does not preclude the Owner from pursuing any other rights or remedies available to it under the Contract or Florida law. Furthermore, the Owner specifically reserves all claims and rights to indemnification and recovery from Contractor for third-party claims, demands, expenses, and costs arising from or related to delays caused by the Contractor. »

§ 4.6 Other:

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

« N/A »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The Architect shall be deemed the Owner's agent for purposes of Chapter 718, Florida Statutes.

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

 $\ll N/A \gg$

§ 5.1.3 Applications for Payment shall be submitted no later than the 5th of the month for all Work completed the prior month. Each Application for Payment shall include only Work completed and/or costs incurred through the submission date of the Application for Payment, but not previously invoiced. No payment will be made for Work not yet completed. Each Application for Payment must clearly identify the submission date (i.e. the "period ending date"). Each Application for Payment shall be notarized and supported by such data required by the Contract Documents substantiating the Contractor's right to payment (such as copies of requisitions from Subcontractors and material Suppliers) and reflecting the amount of retainage. Payments will be made in accordance with Florida's Prompt Payment Act. Provided that an Application for Payment is properly submitted, the Owner shall make payment of the amount certified to the Contractor not later than the <25th >> business day of the Application for Payment being received by the Architect.

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

- § 5.1.3.1 Each application for payment must contain the information and certifications set forth in in Article 9 of AIA Document A201–2017, as well as written certification to Owner that Contractor and all Subcontractors have complied with Davis-Bacon wage rate requirements and provided to Owner copies of all weekly certified payrolls. § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

«Five Percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

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

«Insurance, Bonds »

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

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

«As provided in Florida's Prompt Payment Act (Chapter 218, Part VII, Florida Statutes), for any payment of retainage to the Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor must timely remit payment of such retainage to those subcontractors and suppliers. At any time, the Contractor may request payment from Owner for Subcontractor's retainage. At the time such retainage is requested, Contractor must provide Owner with a Final Release Form from each Subcontractor for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on Contractor's warranty and other obligations that are preliminary to Substantial or Final Completion. Contractor shall remain liable to Owner for all items of work in accordance with the Contract Documents notwithstanding any early release of Contractor's retainage »

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

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

- **§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
 - **.2** a final Certificate for Payment has been issued by the Architect;
 - .3 all close-out documentation listed below has been properly delivered to and accepted by the Owner and Architect;
 - .4 the Contractor has transferred all warranties to Owner;
 - .5 all necessary permits have been approved; and,
 - .6 the Contractor has provided written certification to Owner that Contractor and all Subcontractors have complied with Davis-Bacon wage rate requirements and provided to Owner copies of all weekly certified payrolls.

§ 5.2.2

Neither final payment nor final retainage shall become due until the Contractor properly submits to the Owner and Architect all close-out documentation, and such close-out documentation is accepted, which is defined as all of the following: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (6) all required As-built Drawings, operating and maintenance instructions and manuals, and acceptable warranty/guaranty documents; (7) Subcontractor Final Release Forms; (8) Final Release Form; and any other close-out documentation listed in A201 Section 9.10.2.

§ 5.2.3 Contractor's submittal of the final Application and Certificate for Payment is Contractor's certification that, to the best of its knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the amount noted in the final Certification for Payment has been earned, subject to the Owner's claims and Liquidated Damages, if any. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, Subcontractor or Supplier, except those Claims previously made in accordance with this Contract and identified by the Contractor as unsettled on the final Application for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate provided by Chapter 218, Florida Statutes at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

**	N/A »
‹ ‹	»
‹ ‹	>>
‹ ‹	»

method of binding dispute resolution shall be as follows: (Check the appropriate box.)
[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[«X »] Litigation in a court of competent jurisdiction, with exclusive venue in Leon County, Florida.
[« »] Other (Specify)
« »
Joinder Clause: Contractor agrees to be joined in any proceeding (including arbitration or litigation) in which Owner is party where the Contractor's acts, omissions or negligence is an issue, and waives any claim of lack of jurisdiction or inconvenient forum with regard to same.
ARTICLE 7 TERMINATION OR SUSPENSION § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.
§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)
«No termination fee »
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. ARTICLE 8 MISCELLANEOUS PROVISIONS § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
§ 8.2 The Owner's representative: (Name, address, email address, and other information)
<pre> « » « » « » « » « »</pre>
§ 8.3 The Contractor's representative: (Name, address, email address, and other information)
<pre> « » « » « » « » </pre>

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the

§ 6.2 Binding Dispute Resolution

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

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

« »

§ 8.7 Other provisions:

§ 8.7.1 « PUBLIC RECORDS

When the Contractor receives any request to inspect or copy any records that relate to this Contract, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Contractor and the Contractor agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Contractor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Contractor.
- 2. Upon request from the Owner's custodian of public records, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
- 3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Contract term as well as following completion or termination of the Contract if the Contractor does not transfer the records to the Owner.
- 4. Upon completion or termination of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain the public records required by the Owner and the law to perform the service. If the Contractor transfers all public records to the Owner upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
- 5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Contract by the Owner. In the event of such failure, the Owner shall also enforce the Contract provisions in accordance with this Contract.
- 6. Failure to provide the public records to the Owner within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
- 7. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (XXX) XXX-XXXX (PHONE NUMBER); XXXXXXX (EMAIL ADDRESS); AND "XXXXXXX AUTHORITY, PUBLIC RECORDS" [physical address].

§ 8.7.2 SURVIVAL OF PROVISIONS

In order that the Parties to this Contract may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, any provisions of this Contract that are required to ensure exercise of such rights or performance shall survive termination of this Contract regardless of the cause for such termination and regardless of whether such termination applies to all or only part of the Contract. Without limitation, all audit provisions shall survive termination of this Contract and all indemnification provisions shall survive the expiration of this Contract with respect to any acts or omissions occurring during the term of this Agreement and shall not be affected or reduced by any information with which the Owner has been provided or may otherwise obtain in the future. No provision of the Contract Documents shall be construed to limit the Contractor's liability for, without limitations, defects (latent or patent) in the Work, warranty claims, or to limit recourse to the Contractor's surety.

§ 8.7.3 NO WAIVER

No waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement by either party or at any time shall in any way affect, limit, modify or waive that Party's right hereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, without regard to any purported course of dealing, custom of the trade, or otherwise.

§ 8.7.4 SCRUTINIZED COMPANY CERTIFICATION

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount if, at the time of contracting, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into a contract for goods or services of \$1 million or more if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

§ 8.7.5 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds, attached hereto as Exhibit .

.3 .4	AIA Document A201 TM _2017, General Conditions of the Contract for Construction, attached hereto as Exhibit AIA Document E203 TM _2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013 incorporated into this Agreement.)				
	« »		П		
.5	Drawings				
	Number Per below	Title	Date		
.6	Specifications		П		
	Section	Title	Date Pages		
	Per below				
.7	Addenda, if any:				
	Number See Bid Addendum, attached	Date	Pages		
	hereto as Exhibit				
	Portions of Addenda relating to biddin Documents unless the bidding or prop				
.8 Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit whe required.)			n identifying the exhibit where		
	[« »] AIA Document E204 TM _2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)				
	« »				
	[« »] The Sustainability Plan:				
	Title	Date	Pages		
	N/A				
	[« »] Supplementary and other Cor	nditions of the Contract:			
	Document	Title	Date Pages		
.9	Other documents, which form part of the (List here any additional documents the Document A201 TM _2017 provides that sample forms, the Contractor's bid or requirements, and other information for proposals, are not part of the Contract documents should be listed here only in Exhibit - Executed Bonds, on bond for	nat are intended to form po t the advertisement or invi proposal, portions of Ada urnished by the Owner in t Documents unless enum f intended to be part of the	art of the Contract Documents. AIA tation to bid, Instructions to Bidders, lenda relating to bidding or proposal anticipation of receiving bids or erated in this Agreement. Any such		

Exhibit – Bid Addendum

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

OWNER (Signature)	CONTRACTOR (Signature)	
« »« »	« »« »	
(Printed name and title)	(Printed name and title)	

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

ATTACHMENT G

A201 - 2017 DRAFT EXHIBIT A INSURANCE AND BONDS

DRAFT AIA Document A101 - 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « » (In words, indicate day, month and year.)

for the following **PROJECT**:

(Name and location or address)

« North Florida Innovation Labs – High Tech Business Incubator Building EDA Award No. 04-79-07447 » «1729 W. Paul Dirac Drive Tallahassee, FL 32310 » **«** »

THE OWNER:

(Name, legal status and address)

« Leon County Research and Development Authority »«LCRDA» «2051 E. Paul Dirac Drive, Suite 100 Tallahassee, FL 32310 »« » **«** »

THE CONTRACTOR:

(Name, legal status and address)

« »« »

TABLE OF ARTICLES

- A.1 **GENERAL**
- A.2 **OWNER'S INSURANCE**
- A.3 **CONTRACTOR'S INSURANCE AND BONDS**
- **A.4** SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM—2017, General Conditions of the Contract for Construction.

ARTICLE A.2 **OWNER'S INSURANCE**

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sublimits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit	1

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

The (Sel the	Owner shect the type description	nal Extended Property Insurance. nall purchase and maintain the insurance selected and described below. ness of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to n(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage itions in the fill point below the selected item.)
	[« »]	§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
		« »
	[« »]	§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
		« »
	[« »]	§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
		« »
	[«»]	§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
		« »
	[« »]	§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
		«»
	[« »]	§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
		« »
	[« »]	§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

The Owner sh (Select the typ	Optional Insurance. nall purchase and maintain the insurance selected below. notes of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the selected insurance.)
[« »]	§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)
	« »
[« »]	§ A.2.5.2 Other Insurance (List below any other insurance coverage to be provided by the Owner and any applicable limits.)
Cov	verage Limits
evidencing co of the Work; (written reques coverage for c renewal or rep A.3.3.1. The c Liability and c	ificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner ompliance with the requirements in this Article A.3 at the following times: (1) prior to commencement (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's st. An additional certificate evidencing continuation of commercial liability coverage, including completed operations, shall be submitted with the final Application for Payment and thereafter upon placement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section certificates will show the Owner as an additional insured on the Contractor's Commercial General excess or umbrella liability policy or policies.
	uctibles and Self-Insured Retentions. Any deductible or self- insured retentions applicable to any uired to be provided by the Contractor shall be declared to and approved by the Owner. Thereafter, at

retentions as they may apply to Owner, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. § A.3.1.3 Additional Insured Obligations. The Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-

the request of Owner, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured

contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to

the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« If the Contractor's coverage is written on a claim made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work. The CGL coverage shall include Completed Operations

Coverage for the entire period of repose under Chapter 95 of the Florida Statutes. The CGL Policy shall <u>not</u> have any exclusions or riders that delete coverage for subcontractor error, including but not limited to ISO Form 2294.

§ A.3.2.2 Commercial General Liability

- **§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Five Million US Dollars » (\$ «5,000,000 ») each occurrence, «Ten Million US Dollars » (\$ «10,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including
 - .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - .2 personal injury and advertising injury;
 - damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
 - .4 bodily injury or property damage arising out of completed operations; and
 - .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- **§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - **.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Work involves roofing.
 - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «Five Million US Dollars » (\$ «5,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Workers' Compensation, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than « Five Hundred Thousand US Dollars » (\$ «500,000 ») each accident, « Five Hundred Thousand US Dollars » (\$ « 500,000 ») each employee, and « Five Hundred Thousand US Dollars » (\$ «500,000 ») policy limit.

- § A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.
- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.
- § A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (*) (* (*)) per claim and * (*) in the aggregate.
- § A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ((()) per claim and () (()) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[**«X »**] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

(()

[« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per

	claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.				
[« »]	§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.				
[«X »]	[«X »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.				
[«X »]	§ A.3.3.2.5 Property insurance on an "a the Contractor and used on the Project,		I value form, covering property owned by ling and other equipment.		
[« »]	§ A.3.3.2.6 Other Insurance (List below any other insurance coveral limits.)	ge to be provided i	by the Contractor and any applicable		
Cov	erage	Limits			
The Contracto in the jurisdict	ion where the Project is located, as followed penal sum of bonds.)		es lawfully authorized to issue surety bonds Penal Sum (\$0.00)		
Pay	ment Bond		Total Contract Sum		
Perf	ormance Bond		Total Contract Sum		
modified for p	Performance Bonds shall be AIA Documulation and the Biography of the Performance Bond and the Pays	d Documents.			
The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased automatically during the course of the Work in the event that Contract Modifications or addenda increase or decrease the Total Contract Sum, so that the Penal Sum of each bond shall be in an amount equal to the Total Contract Sum at the completion of the Work.					
licensed agent	shall be attached.	•	act for the surety and appointing the Florida		
	r shall, before commencing with the Waty Clerk's Office pursuant to section 25		y of the Performance and Payment Bonds in utes.		
ARTICLE A.4	SPECIAL TERMS AND CONDITIONS				

«« CONTRACTOR'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Owner, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Owner, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Owner with respect to losses payable under such insurance coverage

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

OWNER AS ADDITIONAL INSURED. Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:

- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
- ii. products and completed operations of Contractor;
- iii. premises owned, occupied, or used by Contractor; or
- iv. automobiles owned, leased, hired, or borrowed by Contractor.

CERTIFICATES OF INSURANCE. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida. Contractor shall furnish Owner with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Owner prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Owner. If such insurance is reduced, cancelled or otherwise ceases without immediate replacement, then the Contractor and the Contractor's surety shall be liable for all damages incurred by the Owner as a result thereof. Any deductible or self-insurance retention should be indicated on the Certificate of Insurance.

OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE. Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:

- i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Owner, its agents, officials, employees, or volunteers;
- ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and that the companies issuing the insurance policy(ies) shall have no recourse against Owner for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

»

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

ATTACHMENT H

A201 - 2017 DRAFT GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

DRAFT AIA Document A201 - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)
«North Florida Innovation Labs »
«1729 W. Paul Dirac Drive
Tallahassee, FL 32310 »

THE OWNER:

(Name, legal status and address)

«Leon County Research and Development Authority »«LCRDA» «2051 E. Paul Dirac Drive, Suite 100 Tallahassee, FL 32310 »

THE ARCHITECT:

(Name, legal status and address)
«Architects Lewis + Whitlock, PA »«ALW »
«206 W. Virginia Street
Tallahassee, FL 32301 »

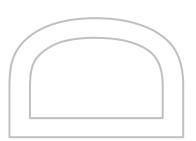
TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES
- 16 OTHER FEDERALLY REQUIRED CLAUSES

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

3.5, 4.2.6, 12.1.2, 12.2.1 (Topics and numbers in bold are Section headings.) Architect's Copyright 1.1.7, 1.5 Acceptance of Nonconforming Work Architect's Decisions 9.6.6, 9.9.3, **12.3** 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, Acceptance of Work 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3 13.4.2, 15.2 Access to Work Architect's Inspections **3.16**, 6.2.1, 12.1 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4 **Accident Prevention** Architect's Instructions 10 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2 Acts and Omissions Architect's Interpretations 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 4.2.11, 4.2.12 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2 Architect's Project Representative Addenda 4.2.10 1.1.1 Architect's Relationship with Contractor Additional Costs, Claims for 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.7.4, 3.7.5, 10.3.2, 15.1.5 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, **Additional Inspections and Testing** 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.4.2, 9.8.3, 12.2.1, 13.4 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2 Additional Time, Claims for Architect's Relationship with Subcontractors 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6** 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3 **Administration of the Contract** Architect's Representations 3.1.3, **4.2**, 9.4, 9.5 9.4.2, 9.5.1, 9.10.1 Advertisement or Invitation to Bid Architect's Site Visits 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 1.1.1 Aesthetic Effect Asbestos 4.2.13 10.3.1 Allowances Attorneys' Fees 3.18.1, 9.6.8, 9.10.2, 10.3.3 3.8 **Applications for Payment** Award of Separate Contracts 4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10 6.1.1, 6.1.2 Approvals Award of Subcontracts and Other Contracts for 2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, Portions of the Work 3.12.10.1, 4.2.7, 9.3.2, 13.4.1 5.2 **Basic Definitions** Arbitration 8.3.1, 15.3.2, **15.4** 1.1 ARCHITECT **Bidding Requirements** Architect, Definition of Binding Dispute Resolution 8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, Architect, Extent of Authority 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1 2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, Bonds, Lien 7.3.4.4, 9.6.8, 9.10.2, 9.10.3 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1 Bonds, Performance, and Payment 7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5** Architect, Limitations of Authority and Responsibility 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, **Building Information Models Use and Reliance** 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 1.8 9.5.4, 9.6.4, 15.1.4, 15.2 **Building Permit** Architect's Additional Services and Expenses 3.7.1 2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4 Capitalization Architect's Administration of the Contract Certificate of Substantial Completion 3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Authority to Reject Work

INDEX

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

AIA Document A201° - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:59:08 ET on 11/18/2021 under Order No.2114262665 which expires on 11/17/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

(1634556009)

9.8.3, 9.8.4, 9.8.5

Certificates for Payment 4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4 Certificates of Inspection, Testing or Approval 13.4.4 Certificates of Insurance 9.10.2 **Change Orders** 1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,

7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of 7.2.1

CHANGES IN THE WORK 2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,

Claims. Definition of 15.1.1

Claims, Notice of 1.6.2, 15.1.3

11.5

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4 Claims and Timely Assertion of Claims

Claims for Additional Cost 3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time 3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages 3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7 Claims Subject to Arbitration 15.4.1

Cleaning Up **3.15**, 6.3

Commencement of the Work, Conditions Relating to 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of 8.1.2

Communications 3.9.1, 4.2.4

Completion, Conditions Relating to 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

Completion, Substantial 3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2 Compliance with Laws 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions 3.7.4, 4.2.8, 8.3.1, 10.3 Conditions of the Contract 1.1.1, 6.1.1, 6.1.4 Consent, Written 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, **Consolidation or Joinder** 15.4.4

CONSTRUCTION BY OWNER OR BY

SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of 7.3.1

Construction Change Directives 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance 15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14 Contract Administration 3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of 1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees Damage to Construction of Owner or Separate 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, Contractors 10.3, 11.3, 14.1, 14.2.1.1 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4 **Contractor's Liability Insurance** Damage to the Work 11.1 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4 Contractor's Relationship with Separate Contractors Damages, Claims for 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, and Owner's Forces 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4 11.3, 14.2.4, 15.1.7 Contractor's Relationship with Subcontractors Damages for Delay 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2 9.10.2, 11.2, 11.3, 11.4 Date of Commencement of the Work, Definition of Contractor's Relationship with the Architect 8.1.2 Date of Substantial Completion, Definition of 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.1.3 Day, Definition of 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 8.1.4 11.3, 12, 13.4, 15.1.3, 15.2.1 Contractor's Representations Decisions of the Architect 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, Contractor's Responsibility for Those Performing the 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, Work 14.2.2, 14.2.4, 15.1, 15.2 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8 **Decisions to Withhold Certification** Contractor's Review of Contract Documents 9.4.1, **9.5**, 9.7, 14.1.1.3 Defective or Nonconforming Work, Acceptance, Contractor's Right to Stop the Work Rejection and Correction of 2.2.2, 9.7 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, Contractor's Right to Terminate the Contract 9.10.4, 12.2.1 **Definitions** 14.1 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, Contractor's Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1 9.8.3, 9.9.1, 9.10.2, 9.10.3 **Delays and Extensions of Time** Contractor's Superintendent **3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 3.9, 10.2.6 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5 Contractor's Supervision and Construction **Digital Data Use and Transmission** Procedures 1.7 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, Disputes 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4 6.3, 7.3.9, 15.1, 15.2 **Documents and Samples at the Site** Coordination and Correlation 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1 3.11 Drawings, Definition of Copies Furnished of Drawings and Specifications 1.5, 2.3.6, 3.11 1.1.5 Drawings and Specifications, Use and Ownership of Copyrights 1.5, 3.17 Correction of Work Effective Date of Insurance 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 8.2.2 15.1.3.1, 15.1.3.2, 15.2.1 **Emergencies Correlation and Intent of the Contract Documents 10.4**, 14.1.1.2, **15.1.5** 1.2 Employees, Contractor's Cost, Definition of 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 7.3.4 10.3.3, 11.3, 14.1, 14.2.1.1 Equipment, Labor, or Materials Costs 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 12.1.2, 12.2.1, 12.2.4, 13.4, 14 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 **Cutting and Patching** Execution and Progress of the Work 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, **3.14**, 6.2.5

AIA Document A201° - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. "AIA "the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:59:08 ET on 11/18/2021 under Order No.2114262665 which expires on 11/17/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

(1634556009)

3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time Insurance, Stored Materials 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 9.3.2 INSURANCE AND BONDS 10.4, 14.3, 15.1.6, **15.2.5 Failure of Payment** 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2 Insurance Companies, Consent to Partial Occupancy Faulty Work (See Defective or Nonconforming Work) Insured loss, Adjustment and Settlement of **Final Completion and Final Payment** 4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3 Intent of the Contract Documents Financial Arrangements, Owner's 1.2.1, 4.2.7, 4.2.12, 4.2.13 2.2.1, 13.2.2, 14.1.1.4 **Interest GENERAL PROVISIONS** 13.5 Interpretation 1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1 **Governing Law** 13.1 Interpretations, Written Guarantees (See Warranty) 4.2.11, 4.2.12 Judgment on Final Award **Hazardous Materials and Substances** 10.2.4, **10.3** 15.4.2 Identification of Subcontractors and Suppliers Labor and Materials, Equipment 5.2.1 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, Indemnification 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3 10.2.4, 14.2.1.1, 14.2.1.2 **Information and Services Required of the Owner** Labor Disputes 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 8.3.1 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, Laws and Regulations 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 14.1.1.4, 14.1.4, 15.1.4 **Initial Decision** 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.2 15.4 Initial Decision Maker, Definition of Liens 1.1.8 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8 Initial Decision Maker, Decisions Limitations, Statutes of 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 12.2.5, 15.1.2, 15.4.1.1 Initial Decision Maker, Extent of Authority Limitations of Liability 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 **Injury or Damage to Person or Property** 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, **10.2.8**, 10.4 11.3, 12.2.5, 13.3.1 Inspections Limitations of Time 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 9.9.2, 9.10.1, 12.2.1, 13.4 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, Instructions to Bidders 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 1.1.1 15.1.2, 15.1.3, 15.1.5 Materials, Hazardous Instructions to the Contractor 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2 10.2.4, **10.3** Instruments of Service, Definition of Materials, Labor, Equipment and 1.1.7 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2 Insurance, Notice of Cancellation or Expiration Means, Methods, Techniques, Sequences and 11.1.4, 11.2.3 Procedures of Construction Insurance, Contractor's Liability 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2 11.1 Mechanic's Lien Insurance, Effective Date of 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8 8.2.2, 14.4.2 Mediation Insurance, Owner's Liability 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1 11.2 **Insurance, Property** Minor Changes in the Work

AIA Document A201® - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:59:08 ET on 11/18/2021 under Order No.2114262665 which expires on 11/17/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

10.2.5, 11.2, 11.4, 11.5

13 Modifications, Definition of Owner's Right to Perform Construction and to 1.1.1 **Award Separate Contracts** Modifications to the Contract 6.1 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, Owner's Right to Stop the Work 10.3.2 **Mutual Responsibility** Owner's Right to Suspend the Work 6.2 Nonconforming Work, Acceptance of Owner's Right to Terminate the Contract 9.6.6, 9.9.3, 12.3 14.2, 14.4 Nonconforming Work, Rejection and Correction of Ownership and Use of Drawings, Specifications 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, and Other Instruments of Service 12.2 1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, **Notice** 5.3 **1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, **Partial Occupancy or Use** 9.6.6, **9.9** 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, Patching, Cutting and 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, **3.14**, 6.2.5 15.1.6, 15.4.1 **Patents** Notice of Cancellation or Expiration of Insurance 3.17 11.1.4, 11.2.3 Payment, Applications for 4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, **Notice of Claims** 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 14.2.3, 14.2.4, 14.4.3 15.2.8, 15.3.2, 15.4.1 Payment, Certificates for 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, Notice of Testing and Inspections 13.4.1, 13.4.2 9.10.3, 14.1.1.3, 14.2.4 Observations, Contractor's Payment, Failure of 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2 3.2, 3.7.4 Occupancy Payment, Final 2.3.1, 9.6.6, 9.8 4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3 Orders, Written Payment Bond, Performance Bond and 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 7.3.4.4, 9.6.7, 9.10.3, **11.1.2** 14.3.1 Payments, Progress **OWNER** 9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4 2 PAYMENTS AND COMPLETION Owner, Definition of 2.1.1 Payments to Subcontractors **Owner, Evidence of Financial Arrangements** 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2 **2.2**, 13.2.2, 14.1.1.4 PCB Owner, Information and Services Required of the 10.3.1 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, Performance Bond and Payment Bond 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 7.3.4.4, 9.6.7, 9.10.3, **11.1.2** Permits, Fees, Notices and Compliance with Laws 14.1.1.4, 14.1.4, 15.1.4 Owner's Authority 2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, PERSONS AND PROPERTY, PROTECTION OF 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, Polychlorinated Biphenyl 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 10.3.1 15.2.7 Product Data, Definition of **Owner's Insurance** 3.12.2 **Product Data and Samples, Shop Drawings** 11.2 Owner's Relationship with Subcontractors 3.11, **3.12**, 4.2.7 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2 **Progress and Completion** 4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4 Owner's Right to Carry Out the Work **2.5**, 14.2.2 **Progress Payments** 9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Owner's Right to Clean Up

MISCELLANEOUS PROVISIONS

Project, Definition of Separate Contracts and Contractors 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2 1.1.4 Project Representatives Separate Contractors, Definition of 4.2.10 6.1.1 **Property Insurance** Shop Drawings, Definition of 10.2.5, **11.2** 3.12.1 **Proposal Requirements Shop Drawings, Product Data and Samples** 3.11, **3.12**, 4.2.7 PROTECTION OF PERSONS AND PROPERTY Site, Use of 10 **3.13**, 6.1.1, 6.2.1 Site Inspections Regulations and Laws 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4 Site Visits, Architect's Rejection of Work 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 4.2.6, 12.2.1 Special Inspections and Testing Releases and Waivers of Liens 4.2.6, 12.2.1, 13.4 Specifications, Definition of 9.3.1, 9.10.2 Representations 1.1.6 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1 **Specifications** Representatives 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1 Statute of Limitations Responsibility for Those Performing the Work 15.1.2, 15.4.1.1 Stopping the Work 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 2.2.2, 2.4, 9.7, 10.3, 14.1 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3 Stored Materials **Review of Contract Documents and Field** 6.2.1, 9.3.2, 10.2.1.2, 10.2.4 **Conditions by Contractor** Subcontractor, Definition of **3.2**, 3.12.7, 6.1.3 5.1.1 Review of Contractor's Submittals by Owner and **SUBCONTRACTORS** Architect 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2 Subcontractors, Work by Review of Shop Drawings, Product Data and Samples 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2. by Contractor 3.12 **Subcontractual Relations Rights and Remedies 5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, **Submittals** 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3 12.2.4, **13.3**, 14, 15.4 **Royalties, Patents and Copyrights** Submittal Schedule 3.17 3.10.2, 3.12.5, 4.2.7 Rules and Notices for Arbitration Subrogation, Waivers of 15.4.1 6.1.1, **11.3** Safety of Persons and Property Substances, Hazardous **10.2**, 10.4 10.3 **Safety Precautions and Programs Substantial Completion** 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4 Samples, Definition of 15.1.2 3.12.3 Substantial Completion, Definition of Samples, Shop Drawings, Product Data and 9.8.1 3.11, **3.12**, 4.2.7 Substitution of Subcontractors Samples at the Site, Documents and 5.2.3, 5.2.4 Substitution of Architect 3.11 **Schedule of Values** 2.3.3 Substitutions of Materials **9.2**, 9.3.1 Schedules, Construction 3.4.2, 3.5, 7.3.8 Sub-subcontractor, Definition of 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

AIA Document A201° - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:59:08 ET on 11/18/2021 under Order No.2114262665 which expires on 11/17/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

Subsurface Conditions Time Limits 3.7.4 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, **Successors and Assigns** 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 13.2 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, **Superintendent** 15.1.3, 15.4 **Time Limits on Claims 3.9**, 10.2.6 **Supervision and Construction Procedures** 3.7.4, 10.2.8, 15.1.2, 15.1.3 1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, Title to Work 9.3.2, 9.3.3 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4 UNCOVERING AND CORRECTION OF WORK **Suppliers** 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, **Uncovering of Work** 9.10.5, 14.2.1 12.1 Surety 5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, Unforeseen Conditions, Concealed or Unknown 15.2.7 3.7.4, 8.3.1, 10.3 Surety, Consent of **Unit Prices** 9.8.5, 9.10.2, 9.10.3 7.3.3.2, 9.1.2 Surveys Use of Documents 1.1.7, 2.3.4 1.1.1, 1.5, 2.3.6, 3.12.6, 5.3 Suspension by the Owner for Convenience Use of Site 14.3 **3.13**, 6.1.1, 6.2.1 Suspension of the Work Values, Schedule of **9.2**, 9.3.1 3.7.5, 5.4.2, 14.3 Suspension or Termination of the Contract Waiver of Claims by the Architect 5.4.1.1, 14 13.3.2 Waiver of Claims by the Contractor **Taxes** 9.10.5, 13.3.2, 15.1.7 3.6, 3.8.2.1, 7.3.4.4 **Termination by the Contractor** Waiver of Claims by the Owner 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7 14.1**, 15.1.7 **Termination by the Owner for Cause** Waiver of Consequential Damages 5.4.1.1, **14.2,** 15.1.7 14.2.4, 15.1.7 **Termination by the Owner for Convenience** Waiver of Liens 9.3, 9.10.2, 9.10.4 Termination of the Architect Waivers of Subrogation 2.3.3 6.1.1, **11.3** Termination of the Contractor Employment Warranty 14.2.2 **3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2 TERMINATION OR SUSPENSION OF THE Weather Delays **CONTRACT** 8.3, 15.1.6.2 Work, Definition of **Tests and Inspections** 1.1.3 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, Written Consent 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4** 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, TIME 13.2, 13.3.2, 15.4.4.2 Written Interpretations

AIA Document A201® - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:59:08 ET on 11/18/2021 under Order No.2114262665 which expires on 11/17/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

Time, Delays and Extensions of

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The 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, and diagrams.

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 Unless Owner and Architect agreed otherwise, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 **OWNER**

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 This Project is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three calendar day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's

review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3. the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, including coordination of the duties of all Subcontractors and Suppliers. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 **Construction Warranty**

- In addition to any other warranties in this Contract, the Contractor warrants that all work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- This warranty shall continue for a period of one year from the date or final acceptance of the Work, except as noted. If the Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project Work.
- The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 As required by the EDA, immediately after execution and delivery of the Contract, and before the first payment is made, the Contractor shall deliver to the Owner and Architect an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price. The schedule shall be prepared in Critical Path Method format and contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; (3) the time required for completion of each portion of the Work; (4) sequence of work activities; and (5) all actions Contractor believes are required of Owner and Architect. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, but no less than monthly.

The Owner's acceptance of, or failure to object to any schedule update, shall not operate as an extension of the Contract Time. The Contract Time may only be modified by Change Order. Allowing the Contractor to work past the Substantial Completion Date shall not waive any of Owner's rights to insist on timely completion or, if applicable, assess liquidated damages.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide, at no additional cost, the Owner and Architect and any of their designees with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to

permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 **SUBCONTRACTORS**

§ 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the .2 Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- **§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to .1 permit evaluation:
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - As provided in Section 7.3.4. .4
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
 - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor
 - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
 - .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits-covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 No later than the 5th of the month, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of all Work completed the prior month. Each Application for Payment shall include only Work completed and/or costs incurred through the submission date of the Application for Payment, but not previously invoiced. No payment will be made for Work not yet completed. Each Application for Payment must clearly identify the submission date (i.e. the "period ending date"). Each Application for Payment shall be notarized and supported by such data required by the Contract Documents substantiating the Contractor's right to payment (such as copies of requisitions from Subcontractors and material Suppliers) and reflecting the amount of retainage. The Architect shall be deemed the Owner's agent for purposes of Chapter 718, Florida Statutes.

§ 9.3.1.1 Each Application and Certificate for Payment shall contain unmodified Certifications stating the following:

"Contractor hereby certifies that, except as indicated on the attached documents, there are no claims of Contractor, its Subcontractors or Suppliers as of the date of this Application and Certificate for Payment that have not been completely resolved, that the Contractor has no knowledge of any unsolved claims by Subcontractors or Suppliers, that all Subcontractors and Suppliers have been paid to date from funds received for previous Applications and Certificates for Payment, that there is no known basis for the filing of any claim on the Work and Contractor, and upon receipt of funds due in this Application and Certificate for Payment, hereby releases the Owner from any claims arising from the Work, except for retainage. Contractor further certifies that the amounts contained in the Application and Certificate for Payment have been verified and are correct."

- § 9.3.1.2 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.3 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier because of a dispute or other reason.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment, and that the Contractor shall retain all obligations under this Contract related to the Work, including but not limited to responsibility to adequately insure, maintain, secure and protect all Work and all materials and equipment related to the Work until the Work reaches Final Completion, including, but not limited to, adequately insuring, securing and protecting all such Work from weather damage. The Contractor further 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 shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.
- § 9.3.4 Upon request by the Owner, the Contractor shall submit waivers of lien/bond rights and other documentation from Subcontractors and Suppliers to evidence the status of payments.
- The failure to comply with the requirements of this Article may result in the withholding of approval of the Application for Payment until compliance is achieved.
- **§ 9.3.6** Concurrent with the Contractor's submission of an Application and Certificate for Payment, the Contractor shall submit an updated Progress Schedule and make available for review and inspection by the Owner, Designer or OAR an updated version of the As-built Drawings, prepared in accordance with the requirements of the Contract, reflecting all items of Work for which the Contractor is seeking payment. Failure to have the updated As-built Drawings available for review or to reflect items of Work on the updated As-built Drawings for which payment is sought may result in the Owner's withholding payment or partial payment from the Contractor until such time as properly updated As-built Drawings are prepared.

§ 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within fifteen business days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The Contractor shall not rely upon these representations as the Owner's acceptance of the Work since they are made for payment purposes only and are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The Contractor may not rely upon any Application and Certificate of Payment as approval and acceptance of the Work reflected thereon.

§ 9.4.3 The Owner's signature on the Application for Payment does not constitute approval and acceptance of the Work.

§ 9.4.4 At all times during the processing of an Application and Certificate for Payment, including resolution of any related disputes, the Contractor shall continue to expeditiously prosecute the Work.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. . In addition, notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor, if, and for so long as a good faith dispute exists; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Architect to cure any such default or failure of performance by the Contractor.

If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount within ten (10) business days after notification, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. If an agreement can be reached on the disputed portions of the Application within ten (10) days, the Contractor will submit a revised and signed Application and Certificate for Payment for the agreed amount, if any, to the OAR and Owner for approval. Payment will be made within ten (10) business days after the Owner's approval of the revised Application and Certificate for Payment. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- defective Work not remedied; .1
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner's obligation to make timely payments and the Contractor's obligations to diligently prosecute the Work shall continue uninterrupted during the pendency of any bona fide dispute between the Owner and the Contractor.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by

joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Florida's Local Government Prompt Payment Act (Ch. 218, Part VII, Fla. Stat.) applies to the work performed under this Contract.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor agrees further to return retainage payments to each Subcontractor within 10 days after the Subcontractor's work is satisfactorily completed. At any time, the Contractor may request payment from Owner for Subcontractor's retainage. At the time such retainage is requested, Contractor must provide Owner with a Final Release Form from each Subcontractor for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on Contractor's warranty and other obligations that are preliminary to Substantial or Final Completion. Contractor shall remain liable to Owner for all items of work in accordance with the Contract Documents notwithstanding any early release of Contractor's retainage. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within twenty-five business days after receipt of the Contractor's Application for Payment, Contractor may deliver an overdue notice to the Owner. Within four (4) business days after receipt of the overdue notice, either payment shall be made or the Architect shall notify the Contractor in writing that the approval of the Application for Payment has been withdrawn. Otherwise, in accordance with Section 218.735(1)(a), Florida Statutes, the Application for Payment shall be deemed

accepted, except for any portion of the request that is fraudulent or misleading. Contractor is required to diligently pursue the work during such time.

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and

on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (7) any other final project documentation listed below:

- a) Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- Complete all punch list items identified during the Final Inspection.
- c) Manufacturer's certifications for all items incorporated in the work.
- d) All required record drawings, as-built drawings or as-constructed drawings.
- e) Equipment commissioning documentation submitted, if required;
- All necessary and approved permits; f)
- g) Any other close-out documentation listed in A101 Section 5.2.2.

§ 9.10.2.1 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- failure of the Work to comply with the requirements of the Contract Documents; .2
- .3 terms of special warranties required by the Contract Documents; or
- audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, 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.

PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor's safety plan shall, at a minimum, meet the requirements of the latest edition of ANSI/ASSE A10.38.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor, at its sole cost and expense, shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

INSURANCE AND BONDS ARTICLE 11

§ 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall, at its sole cost and expense, purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. All additional insured coverage shall be primary and non-contributory.
- § 11.1.2 The Contractor shall, at its sole cost and expense, provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and

(1634556009)

maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Surety companies must be listed on Federal Circular 570.

- § 11.1.3 The Contractor shall, before commencing with the Work, record a copy of the Performance and Payment Bonds in the Leon County Clerk's Office pursuant to Florida Statute, section 255.05. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- b. AMENDED INSURANCE REQUIREMENTS. Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. 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, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the

Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Not Used.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 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. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

MISCELLANEOUS PROVISIONS ARTICLE 13

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

TERMINATION OR SUSPENSION OF THE CONTRACT ARTICLE 14 § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be .1
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers:
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request .3 of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case. may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall not include profit. No adjustment shall be made to the extent
 - that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination all or a portion of the Contract for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed, and actual costs incurred by reason of the termination, including reasonable actual costs attributable to termination of Subcontracts.. Contractor shall not be entitled to profit on work not performed unless agreed to by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project.
- § 14.4.4 Termination of the Contract or a portion thereof pursuant to this paragraph shall neither relieve the Contractor of its responsibilities for the Contractor's completed Work nor shall it relieve its Surety of its obligation for and concerning any Claim arising out of the Work performed by the Contractor.

CLAIMS AND DISPUTES ARTICLE 15

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 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 giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 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) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision

Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4 and 9.10.5, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 OTHER FEDERALLY REQUIRED CLAUSES

§ 16.1 Domestic Preferences (2 CFR § 200.332)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

§ 16.2 Procurement of Recovered Materials (2 CFR § 200.323)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: a) The Contract requires procurement of \$10,000 or more of a designated item during the

fiscal year; or, b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year. The list of EPA-designated items is available at

www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is: a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule; b) Fails to meet reasonable contract performance requirements; or c) Is only available at an unreasonable price.

§ 16.3 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal

coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits OWNER from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system related to this Project. For this Project, the Contractor is prohibited from providing to the OWNER any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - (2)Regarding this Project, Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the OWNER on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- (c) Exceptions. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the OWNER immediately.
- (e) Flow down requirement. Contractor agrees to include the above clause in each subcontract for the Project,

§ 16.4 Federal Changes

Contractor shall comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the EDA Grant Agreement between the Owner and EDA and Super Circular 2 CFR Part 200 as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract. Contractor agrees to include the above clause in each subcontract for the Project. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

§ 16.5 Foreign Market Restrictions

Contractor shall not allow funds provided under this Contract to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

ATTACHMENT I A312 - 2010 DRAFT PAYMENT BOND

RAFT AIA Document A312 - 2010

Payment Bond

CONTRACTOR: (Name, legal status and address) « »« » « » OWNER:	SURETY: (Name, legal status and principal place of business) « »« » « »
(Name, legal status and address) « « Leon County Research and Developm «2051 E. Paul Dirac Drive, Suite 100 Tallahassee, FL 32310	nent Authority »«LCRDA»
CONSTRUCTION CONTRACT Date: « » Amount: \$ « » Description: (Name and location) « North Florida Innovation Labs – High 7 EDA Award No. 04-79-07447 » «1729 W. Paul Dirac Drive Tallahassee, FL 32310	Γech Business Incubator Building
BOND Date: (Not earlier than Construction Contract IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Date) None (X) See Section 18
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature: Name and « »« » Title: (Any additional signatures appear on the least of the least	Signature: Name and
FOR INFORMATION ONLY— Name, and AGENT or BROKER:	ldress and telephone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:) « »
" <i>"</i>	« »

« »



The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

(1685278251)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for services, 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 services, 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 services, 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,
 - 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 services or labor was done or performed, within ninety (90) days after having last performed labor or services, 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 or service was done, or materials or equipment furnished;
 - a copy of the agreement or purchase order pursuant to which services, labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the services, labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or services, or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for services, 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 services, labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. Any person defined in Section 713.01, Florida Statutes, who furnishes services, labor, materials, or equipment for the prosecution of the work provided in the Construction Contract, including an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish services, 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 "services, 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 services, 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.

required under the Construction Contr	Construction Contract or to perform a ract.	nd complete or compl	y with the other material terms of the
§ 16.5 Contract Doo	cuments. All the documents that compr	rise the agreement bet	tween the Owner and Contractor.
	s issued for an agreement between a Coned to be Subcontractor and the term C		
§ 18 Modifications	to this bond are as follows:		
NOT LIMITED TO	ONS AND LIMITATIONS OF SECTI O THE TIME LIMITATIONS IN SEC O INTO THIS BOND BY REFERENC	TIONS 255.05(2) AN	
** The Leon Count	ty Research and Development Authori	ty is a beneficiary to t	his Bond**
MULTIPLE OB	LIGEE RIDER ATTACHED below for additional signatures of ada	led parties, other than	
CONTRACTOR AS Company:	GPRINCIPAL (Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title:		Signature: Name and Title:	
Address:	« »« » « »	Address:	« »« » « »

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

ATTACHMENT J

A312 - 2010 DRAFT PERFORMANCE BOND

RAFT AIA Document A312 - 2010

Performance Bond

CONTRACTOR: (Name, legal status and address) « »« »	SURETY: (Name, legal status and principal place of business) « »« »	ADDITIONS AND
<pre></pre>	«»	The author of has added inf needed for it The author marevised the toriginal AIA An Additions Report that ninformation a
CONSTRUCTION CONTRACT Date: « » Amount: \$ « » Description:		revisions to form text is the author an reviewed. This document
(Name and location) « » « »		legal consequ Consultation attorney is e respect to it or modificati
BOND Date: (Not earlier than Construction Contr « » Amount: \$ « » Modifications to this	act Date) None	Any singular Contractor, S or other part considered pl applicable.
Company: (Corporate Seal)	SURETY Company: (Corporate Seal)	
Name and « »« » Title:	Signature: Name and « »« » Title: The last page of this Performance Bond.)	
(FOR INFORMATION ONLY — Name AGENT or BROKER: « » « » « »	e, address and telephone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:) « » « » « » « »	
	« » « »	ELECTRONIC CO

DELETIONS:

this document formation s completion. ay also have ext of the standard form. and Deletions notes added as well as the standard available from nd should be

has important ences. with an encouraged with s completion lon.

reference to Surety, Owner y shall be Lural where

OPYING of any his AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

- § 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 in the time and manner prescribed in the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract in the time and manner prescribed in the Construction Contract, including all warranty obligations, 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
 - 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 if applicable, 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:

NOT LIMITED TO	THE TIME LI	TATIONS OF SECTION MITATIONS IN SECT OND BY REFERENCE	TIONS 255.05(2) AN		
** 1 1 0			. 1 6	1 ' D 144	
** The Leon Count	ty Research and	Development Authority	y is a beneficiary to	this Bond**	
MULTIPLE OB	LIGEE RIDER A	ATTACHED			
CONTRACTOR AS			SURETY	n those appear	ing on the cover page.)
Company:		(Corporate Seal)	Company:		(Corporate Seal)
Signature: Name and Title: Address:	« »« » « »		Signature: Name and Title: Address:	« »« » « »	

North Florida Innovation Labs 100% Construction Documents

This page intentionally left blank

ATTACHMENT K GEOTECHNICAL REPORT



NORTH FLORIDA INNOVATION LABS 1729 W. PAUL DIRAC DRIVE TALLAHASSEE, FLORIDA

Prepared For:

ARCHITECTS LEWIS + WHITLOCK 206 W. VIRGINIA STREET TALLAHASSEE, FLORIDA 32301

Prepared By:

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 (850) 386-1253

> JULY 2021 375-01-21-01

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

July 7, 2021

EGS File: 375-01-21-01

Architects Lewis + Whitlock, P.A. 206 W. Virginia Street Tallahassee, Florida 32301

ATTN: Camden Whitlock, AIA

Principal

SUBJECT: Report of Subsurface Investigation

Proposed Building Structure and Parking Facility

North Florida Innovation Labs 1729 W. Paul Dirac Drive Tallahassee, Florida

Dear Cam:

Environmental and Geotechnical Specialists, Inc. (**EGS**) has completed the Geotechnical Investigation, as authorized by Architects Lewis + Whitlock, P.A. (**ALW**), for the evaluation of the subsurface conditions at the proposed North Florida Innovation Labs located in Innovation Park in Tallahassee, Florida. This Report includes a summary of the subsurface investigation, evaluation of field and laboratory data, geotechnical design recommendations, and construction considerations.

SCOPE OF SERVICES

The Scope of Services authorized for the project consisted of the following:

- Performance of an Electrical Resistivity Imaging (ERI) survey to identify potential "active" karst (sinkhole) conditions for site layout and planning purposes;
- Installation of 7 Standard Penetration Test (SPT) soil borings ranging in depth from 20 to 70 feet below existing grade to evaluate the subsurface conditions underlying the proposed building structure;
- Installation of 4 hand augers soil borings to a depth of 6 feet below existing grade to evaluate the subsurface conditions underlying the proposed parking facility and connecting driveways;
- Performance of routine laboratory testing of soil samples for classification purposes and to estimate geotechnical engineering properties for analysis of the proposed foundations;

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 2 of 12

- Review of the **ERI** survey data to identify subsurface "anomalies" (potential karst features) which may affect the siting of the proposed building structure;
- Development of geotechnical design parameters and recommendations for the proposed building structure foundations, parking facility, and connecting driveways; and,
- Preparation of this Report.

SITE LOCATION AND EXISTING CONDITIONS

Site Location - The project site is located at 1729 W. Paul Dirac Drive in southwest Tallahassee, Florida, within a research and development park known as Innovation Park. A Project Location Map has been provided as **Figure 1**.

Site Conditions - Aerial View Maps, provided as **Figure 2A** and **2B**, show the United States Geological Survey (**USGS**) elevations overlaid on an aerial image. As can be seen in these **Figures**, the site slopes down from the intersection of Van Ness Court and West Paul Dirac Drive on the south end towards a pond to the north with the ground surface varying from approximately elevation (EL) 85 feet down to EL 55 feet, as referenced to the North American Vertical Datum of 1988 (NAVD 88). The site exists as mostly cleared, grassed land with areas of trees along its southern and northern boundaries.

Site Geology - As depicted on **Figure 2A**, the site abuts to an existing pond which, according to karst feature mapping provided by the City of Tallahassee and Leon County Geographic Information System (**GIS**) database, is a relic solution sinkhole. To the east of the site, as depicted on **Figure 2A**, is a relic cover-collapse sinkhole according to the City and County **GIS** database. The Florida State University (**FSU**) National High Magnetic Field Laboratory is located adjacent to the east side of this feature (lake). <u>Due to the presence of such relic sinkhole features</u>, the site area is considered to have a moderate to high potential for sinkhole development.

Studies conducted by the Florida Geological Survey (**FGS**) reveal that undifferentiated sands and clays constitute the surficial material at the site, with depths ranging from the ground surface down to about 40 to 70 feet. Underlying these upper sand and clay layers is the St. Marks Formation consisting of sandy and clayey, fossil-bearing grain- to matrix-supported limestone down to approximately 140 feet in depth. The lithography transitions at greater depths into Suwannee Limestone, typified by a primarily grain-supported limestone at varying degrees of hardness. The St. Marks and Suwannee formations form the upper members of the Floridan Aquifer in the project area.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 3 of 12

PROPOSED CONSTRUCTION

Based on information provided by **ALW** and the project Structural Engineer **Bliss & Nitray, Inc.**, **EGS** understands the primary project components from a geotechnical engineering perspective to be as follows:

- Proposed Finish Floor Elevation: +75.0 feet
 - Minimal cutting for building construction
 - Up to 8 feet of fill for building construction
- Building will be simple steel frame construction, either one or two stories in height
- Maximum Building Loads
 - Stem Wall Footings: 1 kip/foot
 - Column Footings: 117 kips (54 kips deadload & 63 kips live load)
 - Stem Wall and Column Footings will be "strip" foundations

"Strip" foundations are recommended for use due to the karst site setting and the moderate to high potential for sinkhole development at the site. Strip foundations help to minimize differential settlements that may occur due to unforeseen settlements and are less costly than a mat foundation. Mat foundations are typically used when large areas may need to be spanned. However, because no actively eroding subsoils were encountered in this investigation this risk does not appear to warrant the cost of a mat foundation.

The perimeter stem wall footings are expected to bear in the existing soils. The interior column strip footings are expected to bear about 2 feet below the bottom of the floor slab placing some near existing grade and some in the building fill.

SUBSURFACE INVESTIGATION

The subsurface investigation outlined in this Report was conducted in March of 2021. Freeman Sanders, E.I. served as the Field and Staff Engineer. Craig Dunkelberger, P.E. served as Senior Geotechnical Engineer of Record, with additional Quality Control and Quality Assurance (QA/QC) provided by Matthew Landschoot, P.E., Senior Geotechnical Engineer.

It should be noted that results of the **ERI** survey as evaluated during the initial siting phase were previously submitted in the "Summary of Geophysical Survey" Report issued on March 26, 2021.

Electrical Resistivity Imaging (ERI) In general, Electrical Resistivity Imaging (**ERI**) is a geophysical tool that is used to characterize the subsurface stratigraphy by identifying variations in the electrical resistivity of the subsurface materials.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 4 of 12

Electrical resistivity of a material is the measure of the resistance to flow of an electrical current. The **ERI** testing procedure consists of placing evenly spaced graphite electrodes in the ground in a straight line. The spacing of the electrodes determines the depth and clarity of the electrical resistance measurements. After the graphite electrodes are installed, they are connected to a data acquisition unit through a low resistance cable. The data acquisition unit stores the resistivity readings of each electrode continuously throughout the test duration.

After completion of the field test, the raw field data is transferred to a high-speed laptop computer where it is analyzed using an inversion process and the outside "interference" is filtered out. Typically, the **ERI** results are presented as a 2-dimensional model depicting the variations of measured soil electrical resistivity as changes in color.

The **ERI** study performed for this project consisted of placing 13 parallel lines of electrodes (Transect Lines **ERI-1** through **ERI-13**) across the site. **Figure 3** depicts the transect line locations. Detailed transect beginning and end points are provided in the **ERI** Test Location Data, included as **TABLE 1**.

Soil Boring Installation - EGS installed 7 Standard Penetration Test (**SPT**) soil borings and 4 hand auger soil borings to physically evaluate the subsurface materials underlying the area of the proposed building structure and parking facility additions, as depicted on **Figure 3**. The soil borings were sampled continuously to a depth of 12 feet below existing grade and then on 2.5-foot intervals until reaching the boring termination depth. The **SPT** borings were drilled using a rotary drill coupled with an automatic hammer in accordance with ASTM D1586. Detailed location data for the soil borings drilled for this study have been provided in **TABLE 2**, and are depicted on an aerial map provided in **Figure 3**, and on the Core Boring Location Map in **APPENDIX A**.

Soil samples were collected, placed in sealed, moisture proof bags in the field by **EGS** personnel and then transported to the **EGS** laboratory for performance of classification testing. The laboratory testing included water content, Atterberg Limits, and grain-size distribution. The soils were classified with respect to the Unified Soil Classification System (**USCS**) and the American Association of State Highway and Transportation Officials (**AASHTO**) Soil Classification System.

SUBSURFACE CONDITIONS

Electrical Resistivity Imaging (ERI) Survey - As outlined in the "Summary of Geophysical Survey" Report previously issued by **EGS**, to facilitate review of the geophysical test results, **EGS** developed "typical" **ERI** Profiles of the subsurface conditions which have been provided as **Figures 4A** through **4C** in this Report. In summary, several vertical features were detected which are considered to be potential indicators of possible "active" or "inactive" (relic) karst conditions.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 5 of 12

These features generally consisted of "dips" of the more resistive surficial sands (resistivity range: 200 to 7800 Ohm-m / Orange shading on profiles) downward into the underlying clay confining layer and weathered limestone (resistivity range: <175 Ohm-m / Blue shading on profiles). The approximate horizontal limits of these features are shown on Figure 5.

Based on the results of this investigation, <u>EGS believes</u> that these features are likely associated with dormant karst conditions and do not appear to be actively <u>eroding</u>. Evidence of such a feature was found in scan **ERI-12**, however, the **SPT** boring drilled at this location (**IP-SPT-7**) found no evidence of an active karst condition and indicates that possible historic karst activity has since been overlain by more recent sediments.

Nevertheless, given the presence of this feature **EGS** recommends that no buildings be sited between the **ERI-11** transect line and Paul Dirac Drive, due to the notable size of the possible subsurface anomaly detected along the **ERI-12** transect line. For additional detailed information regarding the **ERI** Survey, refer to the previously issued "Summary of Geophysical Survey" Report.

Soils - A detailed summary of the field and laboratory test results from each Soil Boring has been depicted on the Report of Core Borings sheets provided in **APPENDIX A**. Additionally, copies of the Soil Boring Logs and Soil Classification Data sheets have been provided in **APPENDICES B** and **C**, respectively. In summary, the following "generalized" subsurface conditions, relative to depth below existing grade, were encountered:

- 0.0 to 3.0 feet Loose Silty Fine Sand (**SM**)
- 3.0 to 13.0 feet Loose to Medium Dense Clayey Fine Sand (SC) to Silty Fine Sand (SM)
- 13.0 to 40.0 feet Medium Dense Plastic Clayey Sand (SC) with lenses of Silty Fine Sand (SM)
- 40.0 to 68.0 feet Stiff to Very Stiff Highly Plastic Clay (CH) with Highly Weathered Limestone
- 68.0 to 69.0 feet Highly Weathered Limestone

NRCS Soil Survey - As part of this investigation, EGS reviewed the National Resources Conservation Service (NRCS) Soil Survey for the project area, which has been superimposed on the Aerial View Map provided as Figure 2B. The NRCS Soil Survey shows that native soils reported within the project area are primarily Lucy fine sand and Orangeburg fine sandy loam. The soils encountered in this investigation are relatively consistent with those reported in the NRCS Soil Survey for this area. It should be noted that the NRCS Soil Survey mapping is an approximation of likely soils that exist within the project area.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 6 of 12

Variations in soil properties will occur when comparing data from the **NRCS** Soil Survey and data obtained by soil sampling. Pertinent **NRCS** Soil Survey data has been summarized in **Table 3** with copies of select tables provided in **APPENDIX D**.

Groundwater - Groundwater was encountered at depths of about 16 to 32 feet below the existing ground surface, or at approximately EL 50 feet (NAVD 88). **EGS** estimates that the "normal" seasonal high groundwater level ranges from about EL 51 feet to about EL 56 feet across the site. The measured groundwater levels are provided in **TABLE 2**. For design, **EGS** has assumed the groundwater at Elevation 65 feet (NAVD 88), which is the 100-Year High Water Level shown on the *Grading Plan prepared* by Poole Engineering & Surveying, Inc (**Poole**).

FOUNDATION PREPARATION RECOMMENDATIONS

The following design recommendations have been made based on the results of the soil borings installed at the specific locations noted, the building information shown on the **Poole** *Grading Plan*, and the foundation loads furnished by **Bliss & Nitray**, **Inc.** Any changes made to the foundation depth, layout, or loading of the structure may require a reevaluation of these recommendations.

EGS recommends the following preparation for the building area:

Clearing, Stripping, & Proof Rolling - Clear and strip the building area of all deleterious material to a distance of at least 5 feet outside of its outer perimeter. After the areas have been cleared and stripped, the areas should be initially "proof rolled" by use of a steel drum roller with a static weight of at least 10 tons. The roller should operate with the vibratory action turned off. The proof rolling should consist of at least five overlapping passes in the presence of a knowledgeable Engineer to verify that the roll-prepared surface is unyielding and capable of adequately supporting the proposed loads;

Any yielding, soft or otherwise unsuitable material identified by the proof-rolling should be replaced with structure fill as specified in the following Report section. After proof rolling is complete, the entire rolled surface should be compacted to at least 95% of the soil's Modified proctor dry density to a depth of at least 12 inches below the compacted surface; and,

After the rolled surface is sufficiently compacted, it should be brought to grade as detailed in the following Report sections.

Subsoil Excavation of "PLASTIC" Soils - As previously noted, shallow "**PLASTIC**" clayey sands (**SC**) exist within 5 feet of the existing grade; therefore, **EGS cautions** that these materials will be difficult to compact and will retain moisture due to their composition and low permeability.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 7 of 12

EGS therefore recommends subsoil excavation be depicted in the Plans to provide a minimum of 24 inches of separation between the clayey soils and the bottom of proposed structural footings that will bear below the existing ground surface.

The excavations should be backfilled with Structural Fill meeting the material and compaction requirements specified in the following Report section. The horizontal limits of the recommended subsoil excavation will be dependent on final design bottom elevation of the building structure foundations, but should extend at least 6 inches beyond the outside of the footing.

Structural Fill - All structural fill should consist of clean, free-draining sand (**SP**, **SP-SM**, and **SM**) that is free of debris and other deleterious materials containing less than 15% fines (passing No. 200 sieve), with an organic content that is less than 2% by dry weight. Soils with greater than 15% fines (passing No. 200 sieve) are typically difficult to work and compact as they will retain water.

No particles exceeding 1.5 inches in diameter should be used as structural fill. All fill should be placed in loose lifts not to exceed 9 inches in thickness and should be compacted to at least 95% of the soil's Modified proctor maximum dry density. <u>FGS</u> recommends all compaction, including fill, be performed using only static compaction due to the karstic site setting.

Existing Soils - Given the high fines content of the site soils, **EGS** recommends that these soils **not be reused** as fill within any building, pavement or other site improvement (e.g., sidewalks) areas. If they are placed in landscape areas it should be noted the soils have a low permeability and will hold water.

Control of Surface Water - Surface water needs to be properly controlled to avoid water ponding within the limits of the proposed project area. The presence of ponded water coupled with machine and foot traffic could result in the ground surfaces being unacceptable for use without additional compaction and/or replacement of the wet and/or disturbed soils.

Temporary Excavations - The Contractor should comply with all applicable Occupational Safety and Health Administration's (**OSHA**) trench safety standards for all excavations. Temporary excavations in the dry can be made to depths of 4 feet or less without the need for shoring but must be properly sloped. For excavations deeper than 4 feet, trench boxes, shoring or other engineered safety systems may be required. Heavy equipment should be kept back from the edge of excavations a distance equal to at least the depth of the excavation, unless properly engineered safety systems accounting for such loading have been installed.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 8 of 12

Footing Size - <u>EGS recommends</u> the structural footings have a minimum bearing surface width of 24 inches and bear at least 24 inches below the lowest adjacent grade.

Moisture Barrier - A waterproof moisture barrier should be placed below the floor slab and above the subgrade. Care should be taken to prevent damage to the barrier during placement of reinforcing steel and casting of the floor slab.

Downspouts and Drainage - All roof downspouts and drainage water should be collected and discharged away from the building to reduce the potential for water to saturate and/or undermine the foundation subsoils. The final grading and landscaping should be performed to collect and shed surface water away from the building. Given the site topography, **EGS recommends** consideration be given to the use of an underdrain or water collection system on the south side of the building if the area will include pervious surfaces. If used, the system should daylight to the sides of the building onto impervious areas for collection through the site's stormwater management system.

Compaction - After excavation and prior to the placement of any fill, forms, or reinforcing steel all bearing surfaces should be compacted sufficiently to develop a dry density of at least 95% of the soil's maximum Modified proctor dry density. The soil should be compacted to a depth of at least 12 inches below the foundation bearing surface.

Fill soils used for the structure or for below grade walls:

- The fill should be placed in lifts not to exceed 9 inches of loose soil;
- Fill placed below foundations should be compacted to 95% of the soil's maximum Modified proctor dry density; or,
- To avoid developing excessive lateral pressure, fill placed within 5 feet of retaining walls should be compacted to 95% of the soil's maximum <u>Standard</u> <u>proctor</u> dry density. Only lightweight (i.e., less than 1,000 pounds) walkbehind compaction equipment should be used within 5 feet of retaining walls.

FOUNDATION DESIGN

Design Parameters - Based on the soils encountered during this study, and provided that the site and foundation preparation are performed as previously described, the Geotechnical Design Parameters provided in **TABLE 4** and the Bearing Capacity & Settlement Parameters provided in **TABLE 5** can be used for the design of the proposed foundations.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 9 of 12

Included in **TABLE 4** are the Total Soil Unit Weight, Effective Soil Unit Weight, Angle of Internal Friction, Elastic Modulus, and Poisson's Ratio for each soil layer shown on the "Generalized" Design Soil Profile on **Figure 6**. **TABLE 5** contains Rankine Active, At-Rest and Passive Earth Pressures, and a Coefficient of Sliding Resistance for retaining wall structures. Estimates for Net Allowable Bearing Capacity and Modulus of Subgrade Reaction for strip footings are also provided in **TABLE 5**, as well as estimated Total Settlements due to the anticipated fill and building dead loads.

EGS recommends the following geotechnical design parameters for backfill soils compacted as previously outlined in the Report:

- Angle of Internal Friction (Φ) = 30°
- Total Soil Unit Weight (y) = 115 lb/ft³
- Coefficient of Friction for Sliding = 0.36
- Lateral Earth Pressure Coefficients:

Active (K_a) 0.33
 At-Rest (K_o) 0.50

Passive (K_p)
 1.50 (reduced by 50% to limit strain)

Design Analysis – Provided that the structure can tolerate total settlements on the order of 1.75 inches, it can be designed for the recommended allowable bearing capacity (i.e., Modulus of Subgrade Reaction) with the preceding site and foundation preparation specifications.

The total settlement is a combination of settlement from the building fill (0.8± inches) plus the foundation settlement due to the imposed dead loads. Wall footings are estimated to settle about 0.5 inches and column footings are estimated to settle about 0.75 to 1 inch under the imposed dead loads.

Given the amount of settlement induced by the fill (0.8 inches) and a greater likelihood for differential settlement due to the uneven fill thickness, EGS recommends that the building fill be placed prior to foundation construction. EGS recommends the following preloading construction sequence for this purpose:

- Preload the structure footprint, plus a lateral margin of 5 feet, by placing the building pad fill prior to all foundation or retaining wall construction;
- Fill should be placed and compacted as specified in this Report;
- The fill should be left in place for at least 14 days prior to beginning foundation construction.

EGS recommends a note be included in the Plans specifying this as a required fill placement / foundation construction sequence.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 10 of 12

Provided that preloading is performed and the foundations are prepared as recommended in this Report, total foundation settlements due to building loads are expected to be 1 inch or less and differential foundation settlements are expected to be 0.5 inches or less between adjacent footings, and strip footing tilt is estimated to be not more than about 0.5 inches over 50 lineal feet.

Sample calculations used to develop the geotechnical design are provided in **APPENDIX E**.

Bearing capacities were calculated using both the Terzaghi Bearing Capacity Equation and the Meyerhof Bearing Capacity. The Meyerhof Bearing Capacity is based on a maximum allowable settlement of 1 inch, whereas the Terzaghi Bearing Capacity is based on a shear failure within the soil mass.

To estimate settlements, **EGS** used the Schmertmann Method and the computer program **FoSSA** in conjunction with the Meyerhoff Bearing Capacity method. A summary of the estimated settlements is provided in **TABLE 5**, with a sample **FoSSA** output provided in **APPENDIX E**.

It should be noted that detailed design information of the potential retaining wall to be located along the northwest side of the proposed building structure was not available at the time of this study. **EGS understands** that design and stability analysis of this wall will be performed by others.

PAVEMENT AREA DESIGN CONSIDERATIONS

Subgrade Preparation - In general, the roadway and parking areas should be cleared and grubbed of all vegetation prior to compaction or placement of fill. The clearing and grubbing should extend at least 4 feet beyond the edge of the proposed roadway and parking area. All high-density root masses and individual roots over 0.5 inches in diameter should be removed and disposed of off-site, or at a location designated by the Owner.

Subsoil Excavation of "Plastic" Soils - <u>EGS recommends removal of</u> "PLASTIC" soils (A-2-6 and A-6) which exist within 18 inches of the bottom of the proposed base layer and replacement with "Fill Soils" specified in the following Report section.

Compaction - Following completion of stripping and any required subsoil exaction, smooth and compact the prepared surface to a dry density of at least 95% of the soil's maximum Modified proctor dry density to a depth of 12 inches below the base layer. It should be noted that due to the "**PLASTIC**" nature and fines content of the subsoils, "pumping" of the soils may occur if strict moisture control is not maintained.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 11 of 12

Any yielding, soft or otherwise unsuitable materials should be replaced with Fill Soils as specified in the following Report section.

Fill Soils - All fill soils should consist of clean, free-draining sand (**SP**, **SP-SM**, and **SM**) that is free of debris and other deleterious materials containing less than 15% fines (passing No. 200 sieve), with an organic content that is less than 2% by dry weight. All fill should be placed in loose lifts not to exceed 12 inches in thickness and should be compacted to at least 95% of the soil's Modified proctor maximum dry density.

EGS recommends soils either placed or to remain within 12 inches of the proposed base be stabilized in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction to provide a minimum Limerock Bearing Ratio (LBR) of 40. This stabilized subgrade layer should be compacted to a minimum of 98% of the soil's maximum Modified proctor dry density.

Base Considerations - Performance of a detailed pavement design was beyond the scope of this geotechnical study; however, based on the subsurface conditions encountered, **EGS believes** that either crushed Limerock Base material, Graded Aggregate Base (**GAB**), or Type-B 12.5 (Asphalt "Black" Base) are viable base options for this project provided that the design pavement section thicknesses provide a Structural Number (S_N) adequate to support the proposed vehicle loadings. **EGS believes** that the most economical base option is likely crushed Limerock with a minimum compacted thickness of 8 inches. The base layer should be compacted to a minimum of 98% of the soil's maximum Modified proctor dry density and have an **LBR** value of 100 or greater.

Asphalt Wearing Surface - As previously noted, a detailed pavement design was not performed by EGS and should be performed by others to confirm the required structural asphalt layer thickness to provide an adequate S_N. However, EGS does not recommend designing the proposed pavement section with less than 2 inches of Type S structural asphaltic concrete.

EGS recommends that all pavement area construction be performed using static-only compaction methods given the karstic site conditions.

Report of Subsurface Investigation Proposed Building Structure and Parking Facility North Florida Innovations Labs Tallahassee, Florida Page 12 of 12

TESTING

During building construction, field density tests should be performed on all prepared bearing surfaces and fill lifts. **EGS** recommends 1 field density test per 1,000 ft² of compacted bearing surface and per lift of fill, with a minimum of 3 tests per element tested.

For roadway and parking areas, perform 1 compaction test every 5,000 ft² of area for each lift of material, with a minimum of 3 tests per element tested.

CLOSURE

The data and results presented in this Report are intended for use by **Architects Lewis + Whitlock**, **P.A.** for the proposed project, described herein. This Report is not intended for any other use and will likely not be applicable. This Report shall not be reproduced, except in full, without the prior written approval of **EGS**. The data and recommendations presented in this Report are based on the geophysical survey and made at the specific locations noted. Subsurface conditions at other locations may vary significantly from those presented herein. Should data become available which is different from the data presented herein, **EGS** requests the opportunity to review the data and make any modifications to the Report which may be appropriate.

If you have any questions concerning the information contained in this Report, please do not hesitate to contact me at (850) 536-8359.

Sincerely,

Environmental & Geotechnical Specialists, Inc.

Certificate of Authorization: 6222

Craig E. Dunkelberger, P.E. Chief Geotechnical Engineer

FL P.E. No.: 49932

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CRAIG E. DUNKELBERGER ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



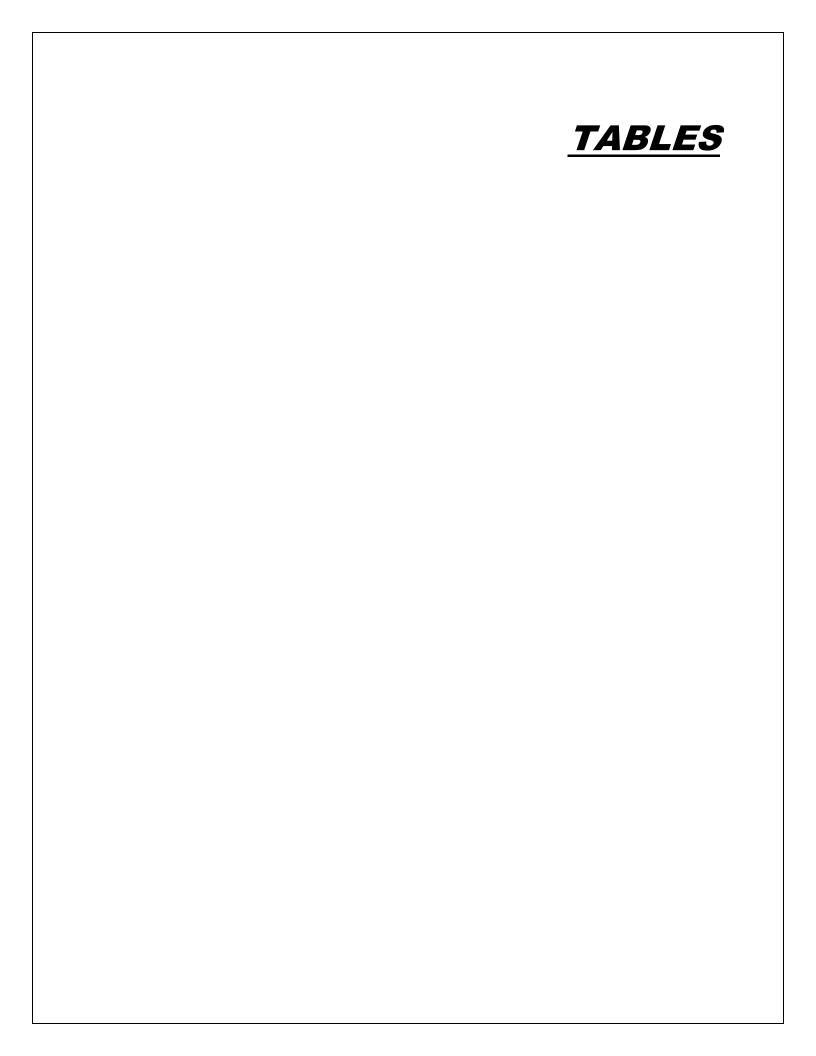


TABLE 1 ERI TEST LOCATION DATA NORTH FLORIDA INNOVATION LABS WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

PAGE 1 OF 2

TEST		STATE COORD	GEOGRAPHIC POSITIONING SATELLITE COORDINATES SYSTEM (GPS) ²				
NUN	IBER	NORTHING EASTING		LAT	TUDE	LONG	SITUDE
		(FEET)	(FEET)	DEG (°)	MIN (')	DEG (°)	MIN (')
ERI-1	BEGIN	518215	2023603	30	25.490	84	19.510
ERI-1	END	518660	2023386	30	25.563	84	19.552
ERI-2	BEGIN	518228	2023630	30	25.492	84	19.505
ERI-Z	END	518673	2023413	30	25.565	84	19.546
ERI-3	BEGIN	518241	2023657	30	25.494	84	19.500
ERI-3	END	518686	2023440	30	25.567	84	19.541
ERI-4	BEGIN	518254	2023684	30	25.496	84	19.495
ERI-4	END	518623	2023504	30	25.557	84	19.529
ERI-5	BEGIN	518405	2023502	30	25.521	84	19.530
ERI-5	END	518739	2023774	30	25.576	84	19.478
EDI 6	BEGIN	518386	2023525	30	25.518	84	19.525
ERI-6	END	518735	2023809	30	25.575	84	19.471
ERI-7	BEGIN	518367	2023549	30	25.515	84	19.521
ERI-7	END	518724	2023839	30	25.573	84	19.465
ERI-8	BEGIN	518348	2023572	30	25.511	84	19.516
EKI-0	END	518713	2023869	30	25.572	84	19.460
EDI 0	BEGIN	518329	2023595	30	25.508	84	19.512
ERI-9	END	518709	2023905	30	25.571	84	19.453

NOTES: 1. LOCATIONS BASED ON PLANS PROVIDED BY ARCHITECTS LEWIS + WHITLOCK.

^{2.} GPS COORDINATES DETERMINED USING A TRIMBLE GEOEXPLORER XH HANDHELD UNIT.

TABLE 1 ERI TEST LOCATION DATA NORTH FLORIDA INNOVATION LABS WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

PAGE 2 OF 2

TEST		STATE COORD	PLANE DINATES	GEOGRAPHIC POSITIONING SATELLITE COORDINATES SYSTEM (GPS) ²				
NUM	BER	NORTHING	EASTING	LATI	TUDE	LONG	SITUDE	
		(FEET)	(FEET)	DEG (°)	MIN (')	DEG (°)	MIN (')	
ERI-10	BEGIN	518310	2023619	30	25.505	84	19.507	
ERI-10	END	518698	2023934	30	25.569	84	19.447	
ERI-11	BEGIN	518291	2023642	30	25.502	84	19.503	
ERI-11	END	518664	2023945	30	25.564	84	19.445	
ERI-12	BEGIN	518273	2023666	30	25.499	84	19.498	
ERI-12	END	518615	2023943	30	25.555	84	19.446	
ERI-13	BEGIN	518254	2023688	30	25.496	84	19.494	
ERI-13	END	518564	2023941	30	25.547	84	19.446	

 $\textbf{NOTES:} \quad \textbf{1. LOCATIONS BASED ON PLANS PROVIDED BY ARCHITECTS LEWIS + WHITLOCK}.$

^{2.} GPS COORDINATES DETERMINED USING A TRIMBLE GEOEXPLORER XH HANDHELD UNIT.

TABLE 2 SOIL BORING LOCATION AND GROUNDWATER DATA NORTH FLORIDA INNOVATION LABS WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

SOIL BORING NUMBER	SOIL BORING DEPTH ¹	GROUND SURFACE ELEVATION ²	DATE INSTALLED	STATE PLANE COORDINATES ³				ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER			
				NORTHING	EASTING	DEPTH	ELEVATION	DEPTH	ELEVATION		
	(FEET)	(FEET)		(FEET)	(FEET)	(FEET)	(FEET)	(FEET)	(FEET)		
DRIVEWAY / PARKING LOT SOIL BORINGS											
IP-HA-1	5.5	65.2	3/17/21	518599	2023455	> 5.5	< 59.7	> 5.5	< 59.7		
IP-HA-2	5.5	76.5	3/17/21	518410	2023558	> 5.5	< 71.0	> 5.5	< 71.0		
IP-HA-3	5.5	81.7	3/17/21	518338	2023680	> 5.5	< 76.2	> 5.5	< 76.2		
IP-HA-4	5.5	71.0	3/17/21	518506	2023893	> 5.5	< 65.5	> 5.5	< 65.5		
			В	UILDING SOIL	BORINGS						
IP-SPT-1	40.0	65.8	3/16/21	518550	2023649	16.0	49.8	10.0	55.8		
IP-SPT-2	40.0	66.3	3/16/21	518665	2023753	18.0	48.3	10.0	56.3		
IP-SPT-3	20.0	79.8	3/17/21	518353	2023609	> 20.0	< 59.8	> 20.0	< 59.8		
IP-SPT-4	20.0	71.6	3/17/21	518507	2023701	> 20.0	< 51.6	16.0	< 55.6		
IP-SPT-5	40.0	69.8	3/17/21	518596	2023774	19.5	50.3	15.0	54.8		
IP-SPT-6	60.0	71.0	3/16/21	518573	2023832	23.5	47.5	20.0	51.0		
IP-SPT-7	69.0	78.2	3/15/21	518418	2023764	32.5	45.7	26.0	52.2		

NOTES: 1. DEPTHS ARE BELOW EXISTING GROUND SURFACE.

^{2.} ELEVATIONS APPROXIMATED FROM FILES PROVIDED BY ARCHITECTS LEWIS + WHITLOCK.

^{3.} LOCATIONS BASED ON PLANS PROVIDED BY ARCHITECTS LEWIS + WHITLOCK. COORDINATES DETERMINED IN THE FIELD USING A TRIMBLE GEOEXPLORER XH HANDHELD UNIT.

TABLE 3 NRCS SOIL SURVEY DATA NORTH FLORIDA INNOVATION LABS WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

NRCS SOIL REFERENCE NUMBER	BORING LABEL	MATERIAL NAME	DEPTH	MATERIAL DESCRIPTION	MATE CLASSIF		REACTION		COF OSION	DEPTH TO SEASONAL HIGH GROUNDWATER												
			(INCHES)		UNIFIED	AASHTO	(pH)	UNCOATED STEEL	CONCRETE	(FEET)												
			0 - 30	FINE SAND, LOAMY FINE SAND	SM, SP-SM	A-2	4.5 - 6.0															
25	IP-HA-1, IP-SPT-1, IP-SPT-2	LUCY FINE SAND, 5 TO 8 PERCENT SLOPES	30 - 75	FINE SANDY LOAM, SANDY CLAY LOAM	SC, SC-SM	A-2, A-4, A-6	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW			LOW		MODERATE	> 6.0
			75 - 80	FINE SANDY LOAM, LOAMY FINE SAND	SM	A-2	4.0 - 5.5															
34	IP-HA-2, IP-HA-3, IP-HA-4, IP-SPT-3,	ORANGEBURG FINE SANDY LOAM, 5 TO 8	0 - 10	FINE SANDY LOAM	CL-ML, SC-SM, SM	A-4	4.5 - 5.5	MODERATE	MODERATE	> 6.0												
34	IP-SPT-4, IP-SPT-5, IP-SPT-6, IP-SPT-7	PERCENT SLOPES	10 - 80	SANDY CLAY LOAM	CL, SC-SM	A-4, A-6	4.0 - 0.0	MODERATE	MODERATE	7 0.0												

NOTES: 1. BASED ON THE NRCS SOIL SURVEY REPORT FOR LEON COUNTY, FLORIDA.

^{2.} SEE APPENDIX D FOR DETAILED NRCS SOIL SURVEY INFORMATION.

TABLE 4 GEOTECHNICAL DESIGN PARAMETERS NORTH FLORIDA INNOVATION LABS WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

ELEVATION ¹ RANGE	LAYER NUMBER	SOIL DESCRIPTION	SPT N ₆₀ VALUE ²	SPT N VALUE ³	TOTAL SOIL UNIT WEIGHT	EFFECTIVE SOIL UNIT WEIGHT	ANGLE OF INTERNAL FRICTION	ELASTIC MODULUS	POISSON S RATIO	
					γ	γ	ф	E ₋	μ	
(FEET)					(LB/FT ³)	(LB/FT ³)	(DEGREES)	(LB/FT ²)		
		STF	RUCTURAL F	ILL⁴						
	SF	SP, SP-SM, SM			115	115	30	100,000	0.25	
	PROPOSED LAB FOOTPRINT (SOIL BORING IP-SPT-5)									
69.8 - 65.0	1	MEDIUM DENSE SILTY FINE SAND (SM)	8	8	115	115	30	80,000	0.25	
65.0 - 62.3	2	LOOSE CLAYEY FINE SAND (SC)	6	5	110	48	29	60,000	0.20	
62.3 - 58.5	3	MEDIUM DENSE CLAYEY FINE SAND (SC)	10	8	115	53	30	100,000	0.25	
58.5 - 53.0	4	MEDIUM DENSE CLAYEY FINE SAND (SC)	16	13	115	53	30	160,000	0.25	
53.0 - 35.0	5	MEDIUM DENSE PLASTIC CLAYEY SAND (SC)	16	13	115	53	30	160,000	0.25	
35.0 - 29.8	6	LOOSE PLASTIC CLAYEY SAND (SC)	9	7	110	48	29	90,000	0.20	

NOTES: 1. ELEVATIONS ESTIMATED FROM PLANS PROVIDED BY ARCHITECTS LEWIS + WHITLOCK.

^{2.} SPT 'N₆₀' VALUES HAVE BEEN CORRECTED FOR HAMMER EFFICIENCY.

^{3.} SPT 'N' VALUES ARE INITIAL FIELD VALUES COLLECTED WITH AUTOMATIC HAMMER.

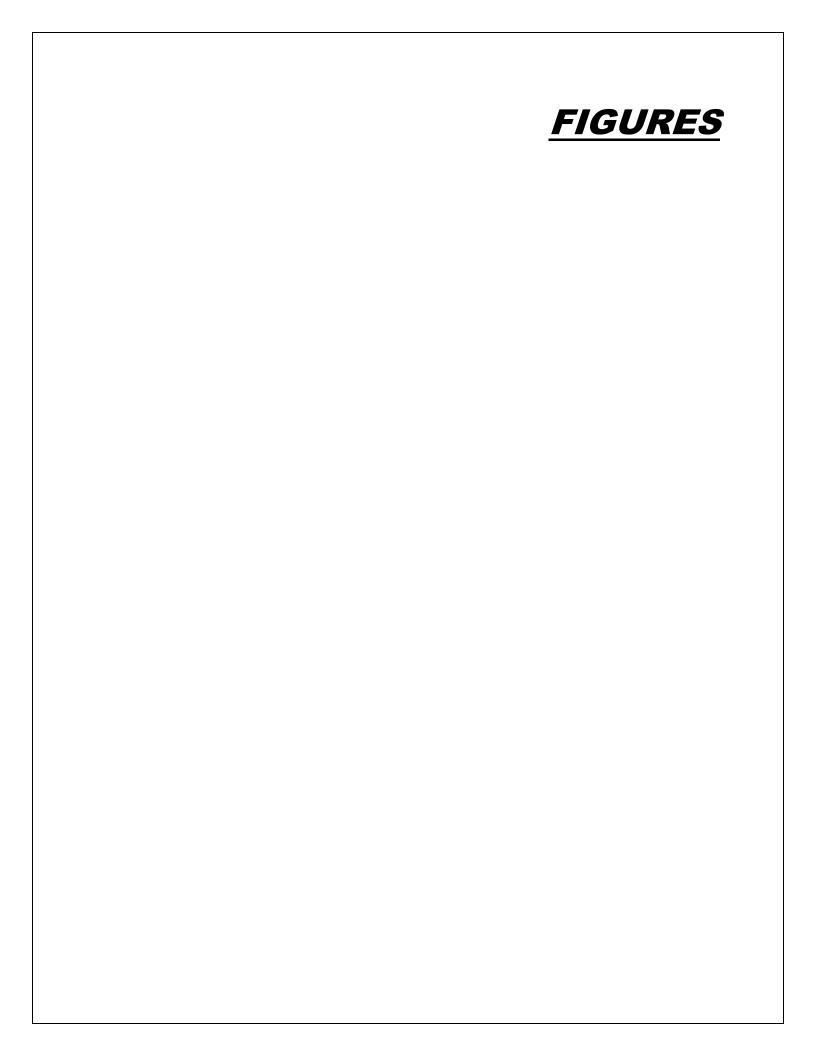
^{4.} STRUCTURAL FILL PROPERTIES BASED ON ASSUMED COMPACTION AT 95% OF MODIFIED PROCTOR MA IMUM DRY DENSITY.

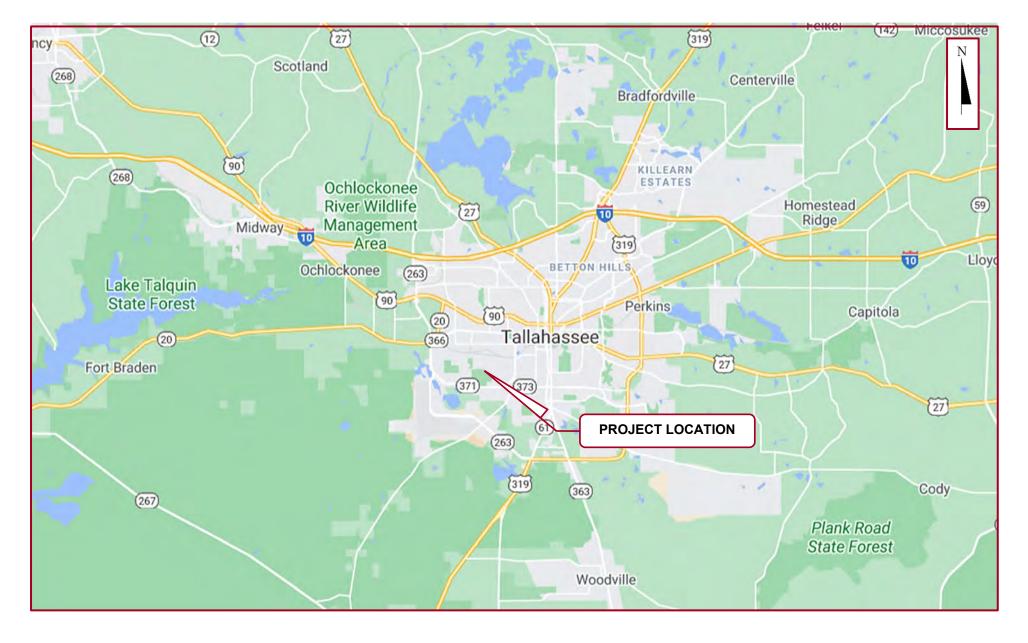
TABLE 5 BEARING CAPACITY SETTLEMENT PARAMETERS NORTH FLORIDA INNOVATION LABS WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

STRUCTURE NAME	RANKINE ACTIVE EARTH PRESSURE K	AT-REST EARTH PRESSURE K	RANKINE PASSIVE EARTH PRESSURE K	COEFFICIENT OF WALL SLIDING RESISTANCE □□(%φ)	NET ALLOWABLE BEARING CAPACITY¹ (LB/FT²)	MODULUS OF SUBGRADE REACTION (LB/FT ²)	ESTIMATED SETTLEMENT DUE TO FILL ² S (IN)	ESTIMATED DEAD LOAD SETTLEMENT ³ S _: (IN)	ESTIMATED TOTAL SETTLEMENT S. S. S.
COLUMN FOOTING (IN NATURAL GRADE)					2,500	31,000	0.80	0.75	1.5 ⁴
COLUMN FOOTING (IN 3 FEET OF FILL)					2,500	31,000	0.80	1.00	1.75 ⁴
WALL STRIP FOOTING	0.33	0.50	1.50 ⁶	0.36	2,500	54,000	0.80	0.50	1.25⁴ 0.5 ⁵

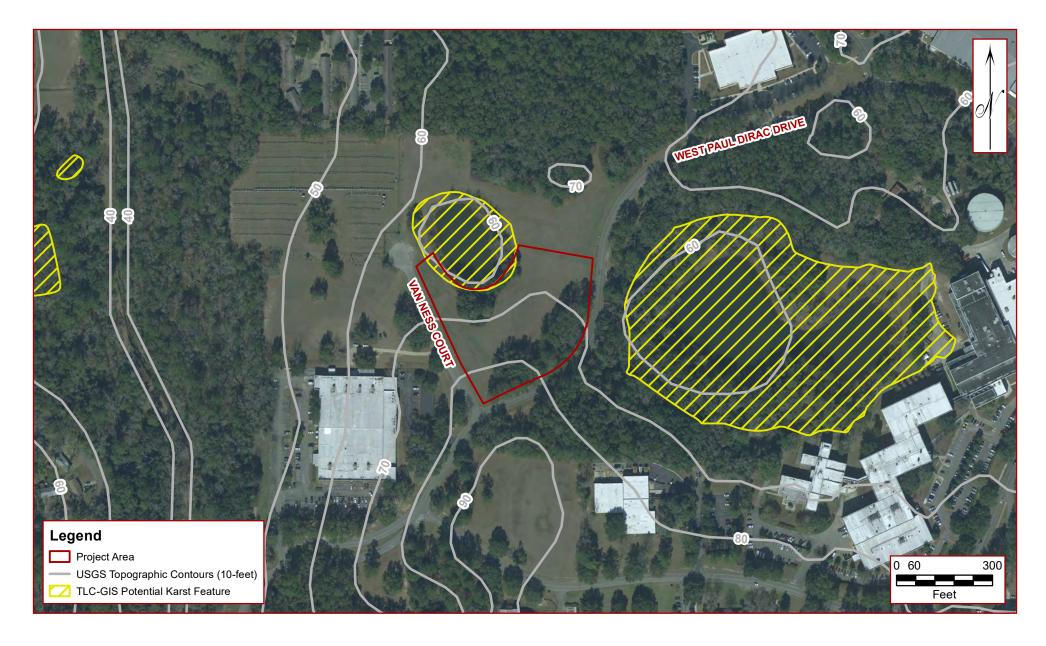
NOTES: 1. NET ALLOWABLE BEARING CAPACITIES CALCULATED BASED ON MEYERHOF E UATIONS.

- 2. SETTLEMENT CALCULATED USING FOSSA.
- 3. SETTLEMENT CALCULATED USING SCHMERTMANN METHOD.
- 4. FOOTINGS CONSTRUCTED PRIOR TO FILL PLACEMENT.
- 5. FOOTINGS CONSTRUCTED AFTER FILL PLACEMENT.
- 6. REDUCED BY 50% TO LIMIT STRAIN (I.E., MOVEMENT RE UIRED TO FULLY MOBILIZE PASSIVE RESISTANCE)





DRAWN CHECKED: F. SANDERS C. DUNKELBER	ER, P.E.	TITLE: PROJECT LO	OCATION MAP		
ENGINEER: C. DUNKELBERGER, P.E.	Environmental and Geotechnical Specialists, Inc. NORTH FLORIDA INNOVATION I 104 North Magnolia Drive WEST PAUL DIRAC DRIVE				
CLIENT: ARCHITECTS LEWIS + WHITLOCK	Tallahassee, Florida 32301 Office #: (850) 386-1253	LEON COUNTY, FLORIDA			
PROJ. NO.: 375-01-21-01	Fax #: (850) 385-8050	DATE: MAY 2021	FIGURE NO.: 1		



DRAWN: F. SANDERS, E.I.	CHECKED: C. DUNKELBERGER, P.E.
ENGINEER: C. DUNKELB	BERGER, P.E.
CLIENT: ARCHITECTS LE	WIS + WHITLOCK
PROJ. NO.: 375-01-21-01	SCALE: AS SHOWN

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE #: (850) 386-1253 AERIAL VIEW MAP - POTENTIAL KARSTS NORTH FLORIDA INNOVATION LAB

WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

DATE: FIGURE NO.: MAY 2021

2A



DRAWN: F. SANDERS, E.I.	CHECKED: C. DUNKELBERGER, P.E.
ENGINEER: C. DUNKELB	ERGER, P.E.
CLIENT: ARCHITECTS LE	WIS + WHITLOCK
PROJ. NO.: 375-01-21-01	SCALE: AS SHOWN

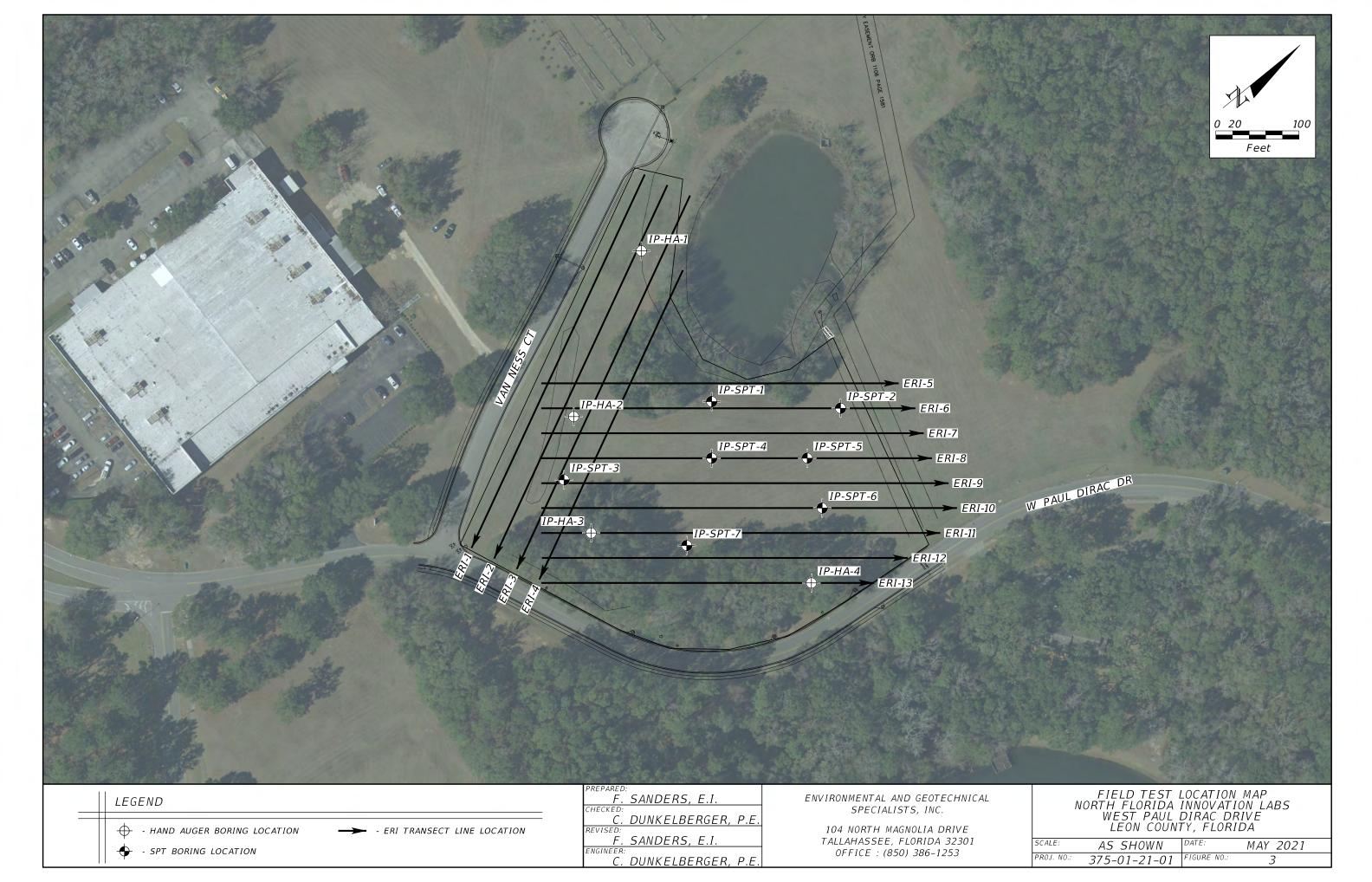
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

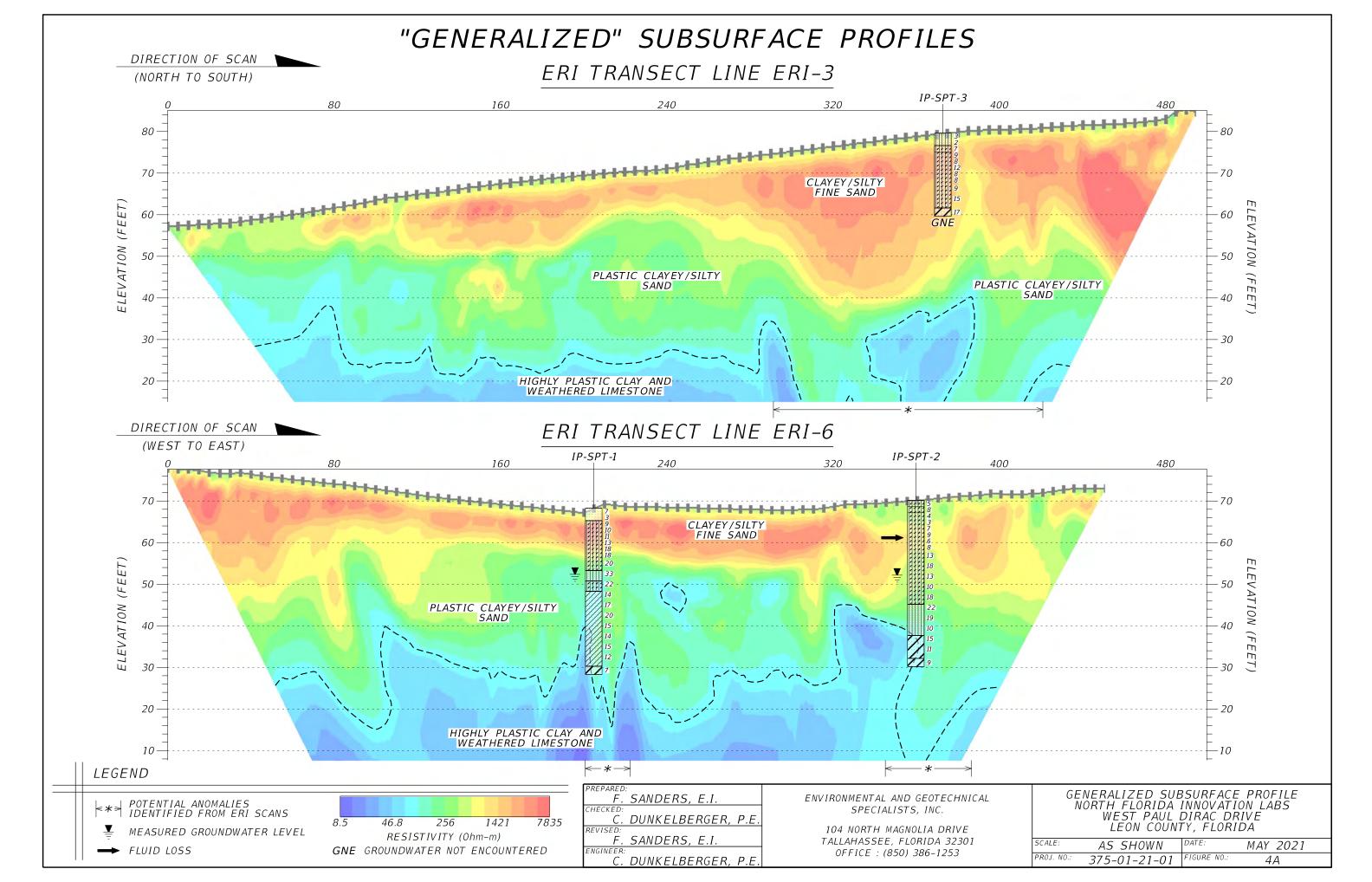
104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE #: (850) 386-1253 AERIAL VIEW MAP - NRCS SOIL SURVEY
NORTH FLORIDA INNOVATION LAB
WEST PAUL DIRAC DRIVE

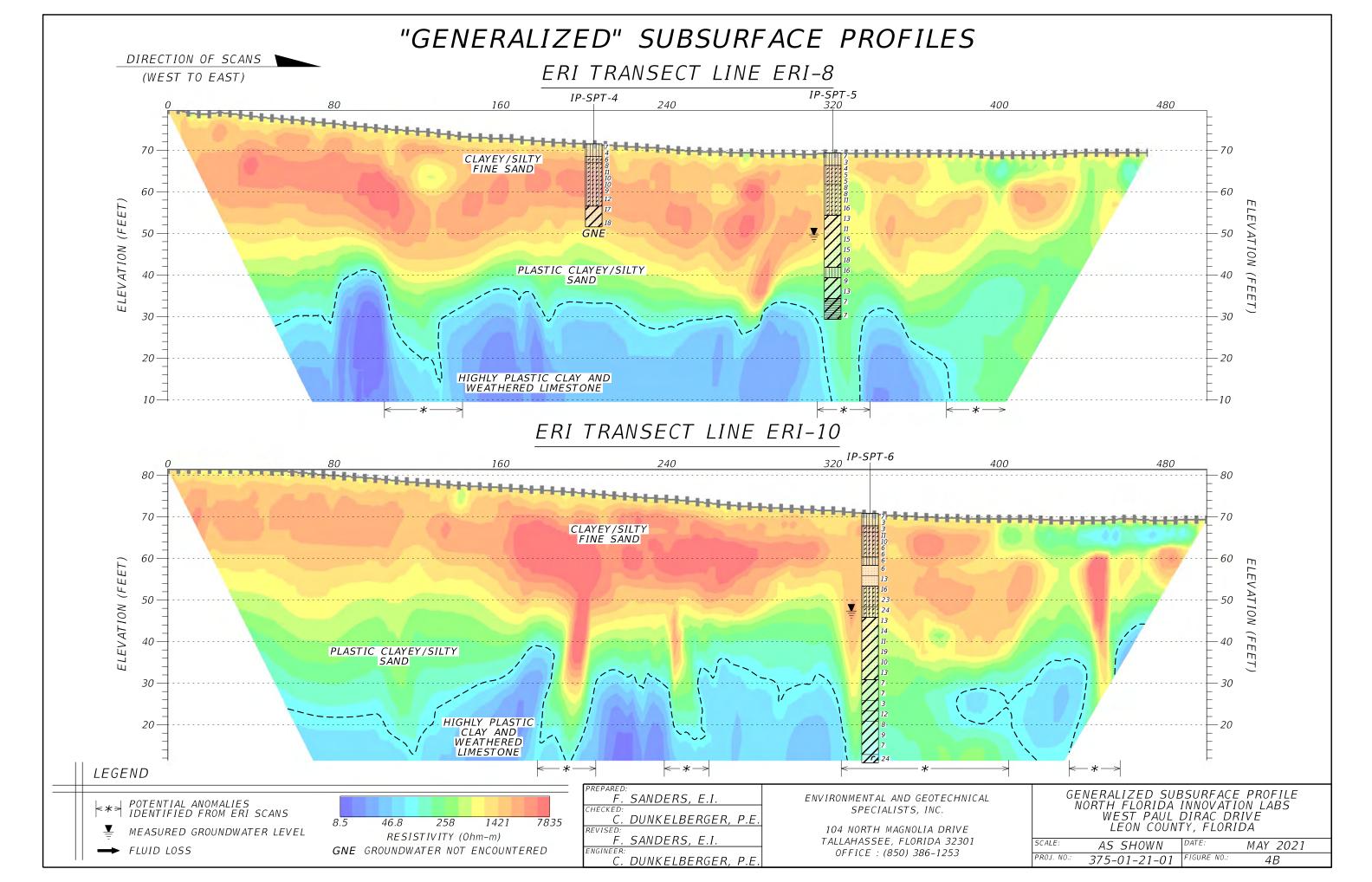
WEST PAUL DIRAC DRIVE LEON COUNTY, FLORIDA

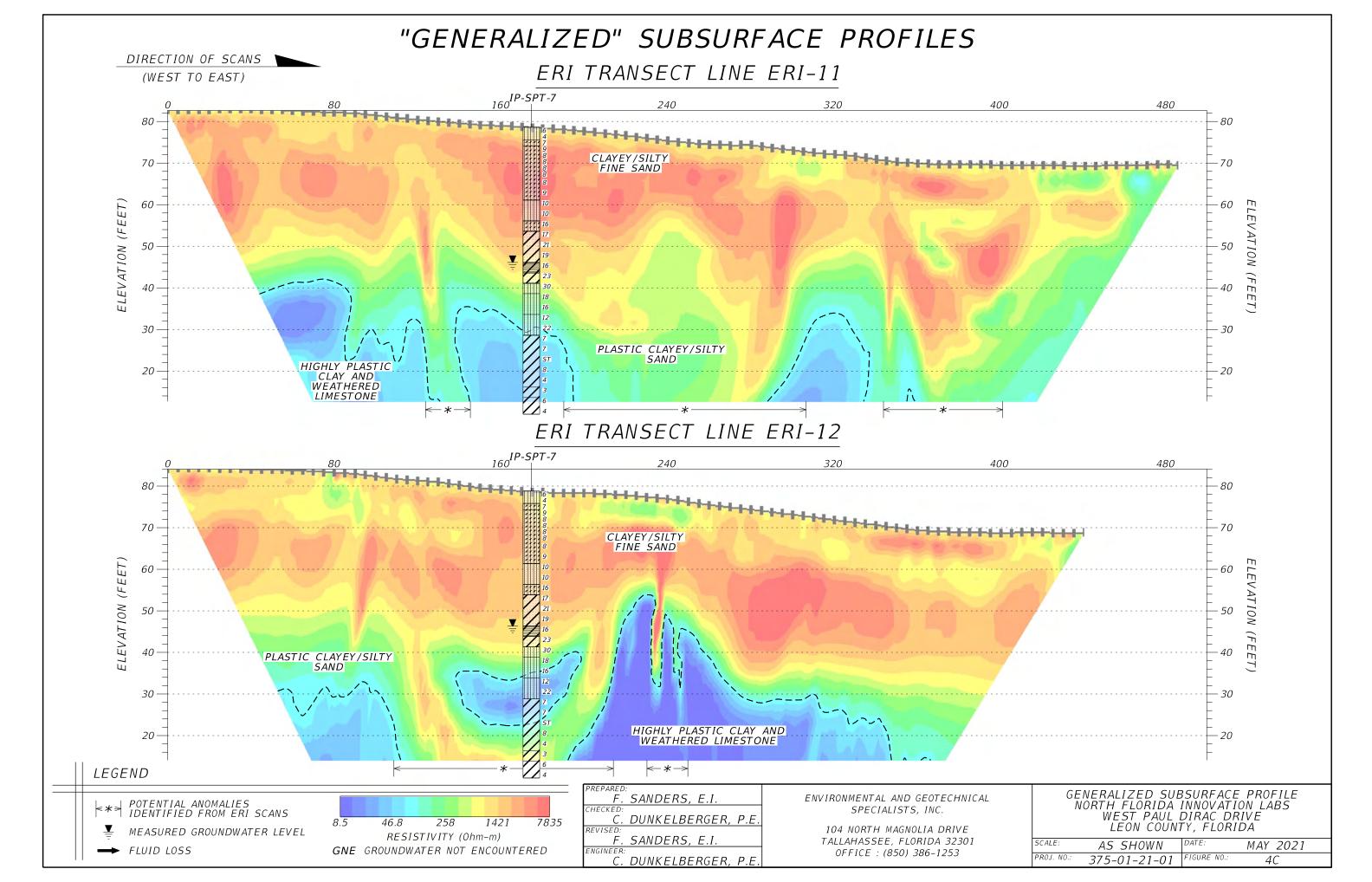
DATE: FIGURE NO.:

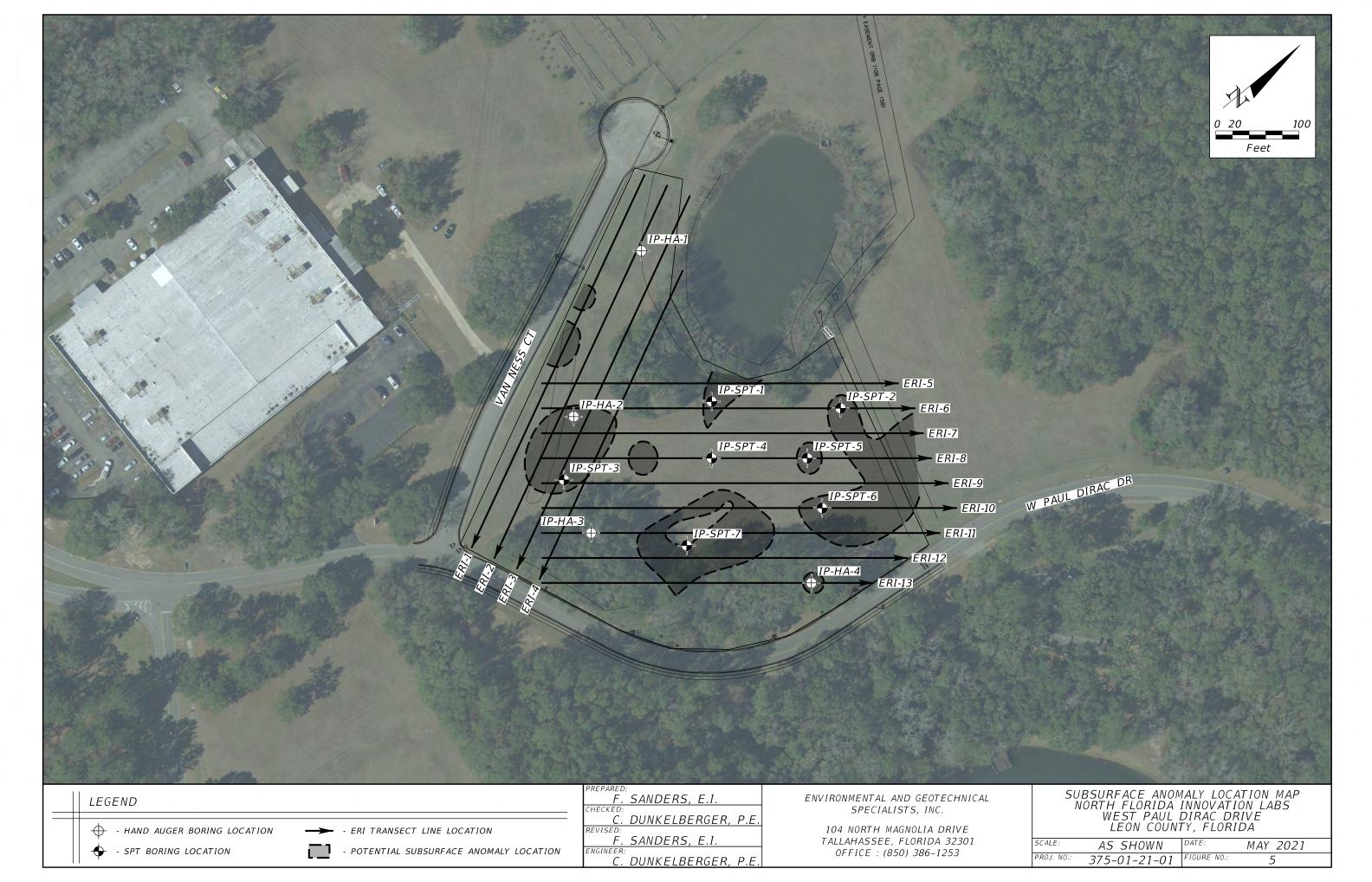
MAY 2021 2B





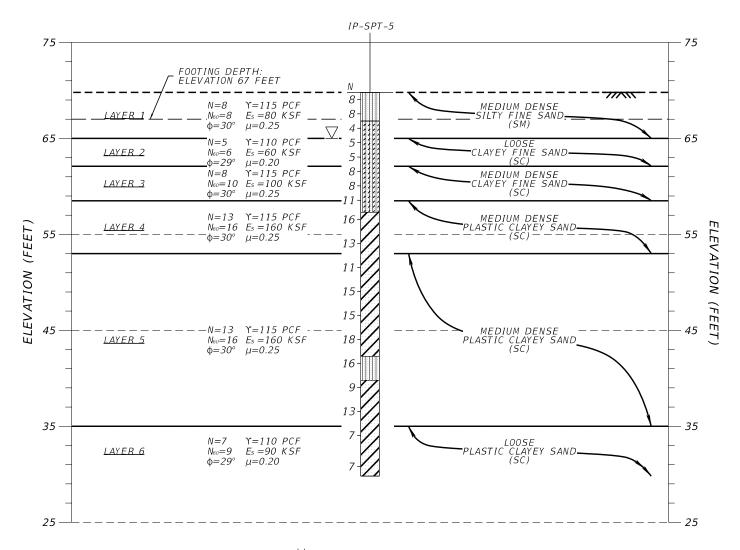






"GENERALIZED" DESIGN SOIL PROFILE

NORTH FLORIDA INNOVATION LABS PROPOSED BUILDING SITE



LEGEND

- DESIGN GROUNDWATER LEVEL (100-YEAR HIGH WATER LEVEL)
- TANK EXISTING GROUND SURFACE
 - N FIELD SPT N-VALUE
 - No DESIGN SPT N-VALUE
 - φ ANGLE OF INTERNAL FRICTION

AS SHOWN

- Y TOTAL UNIT WEIGHT
- Es YOUNG'S MODULUS
- μ POISSON'S RATIO

NOTES

- 1. SEE TABLE 4 FOR DETAILED SOIL PARAMETERS.
- 2. NUMBERS TO THE LEFT OF BORING INDICATE STANDARD PENETRATION TEST (SPT) N-VALUES FOR 12-INCH PENETRATION.
- 3. ELEVATIONS APPROXIMATED FROM PLANS PROVIDED BY ARCHITECTS LEWIS + WHITLOCK.
- 4. UPPER 24 INCHES IMPROVED TO N-VALUE OF 8 BASED ON ASSUMED COMPACTION TO 95% OF MODIFIED PROCTOR MAX DRY DENSITY.
- 5. BOTTOM OF SLAB ASSUMED TO BE AT 74.5 FEET ELEVATION. STEM WALL FOOTING DEPTH ASSUMED TO BE AT 2 FEET BELOW EXISTING GRADE TO SATISFY 2-FOOT MINIMUM SOIL COVER.

DRAWN:	CHECKED:
F. SANDERS, E.I.	M. LANDSCHOOT, P.E
ENGINEER:	
C. DUNKELB	BERGER, P.E.
CLIENT:	
ARCHITECTS LEV	NIS + WHITLOCK
PROJ. NO.:	SCALE:

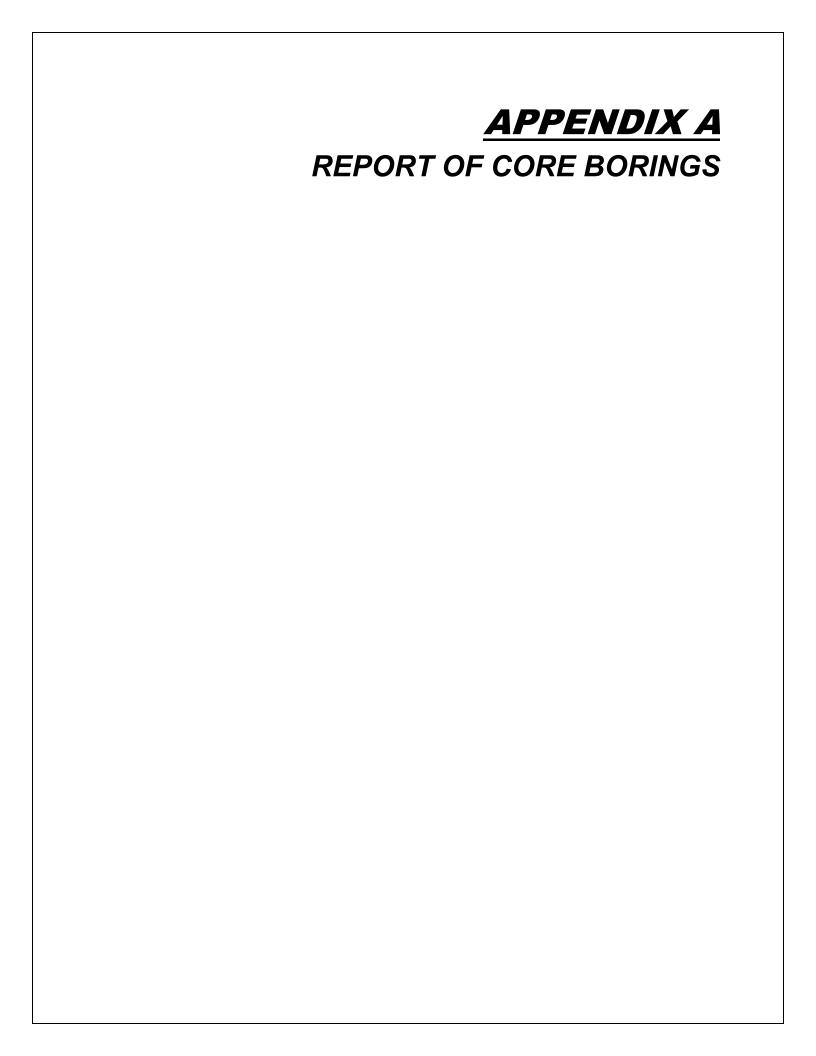
375-01-21-01

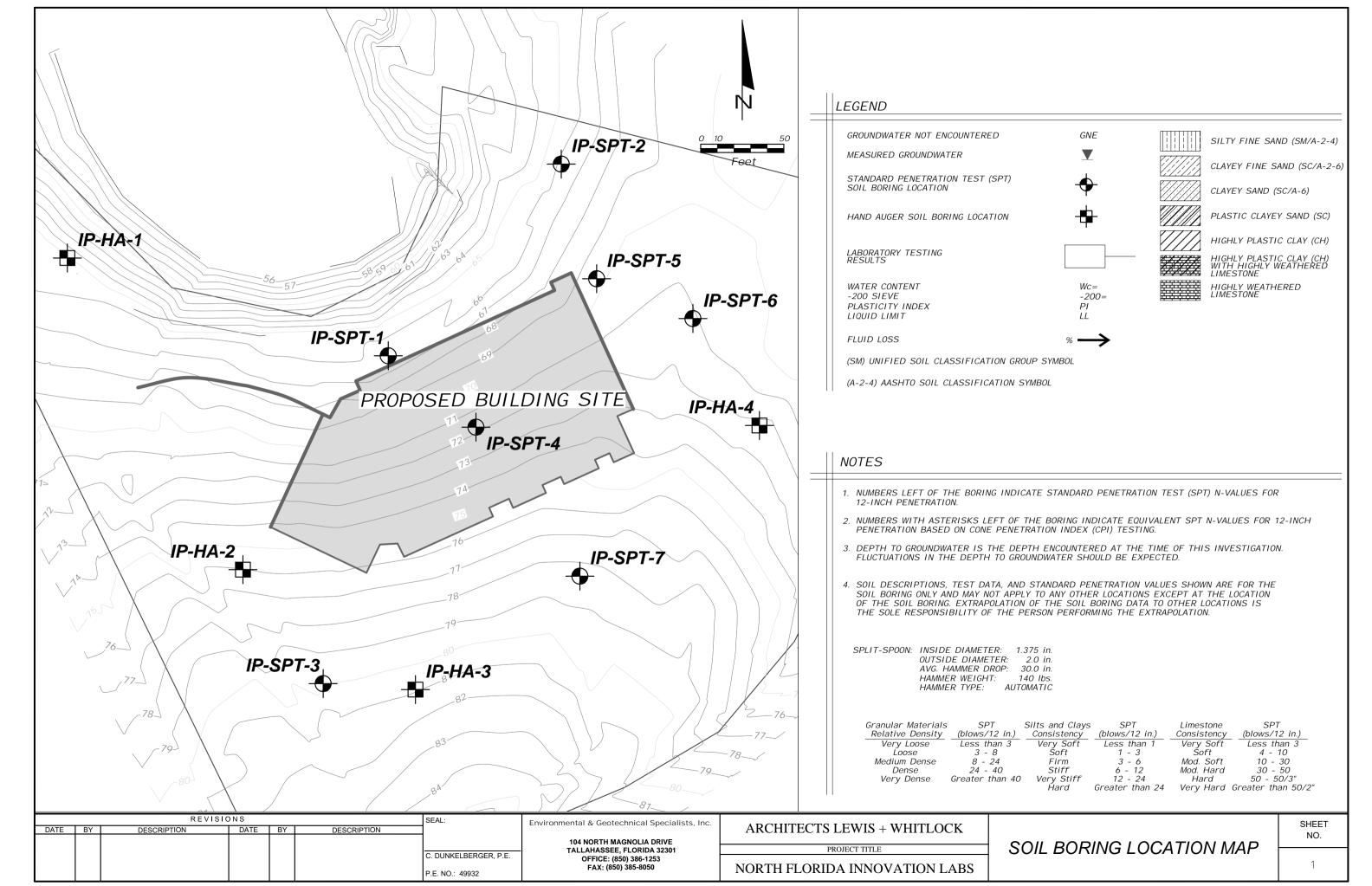
ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC.

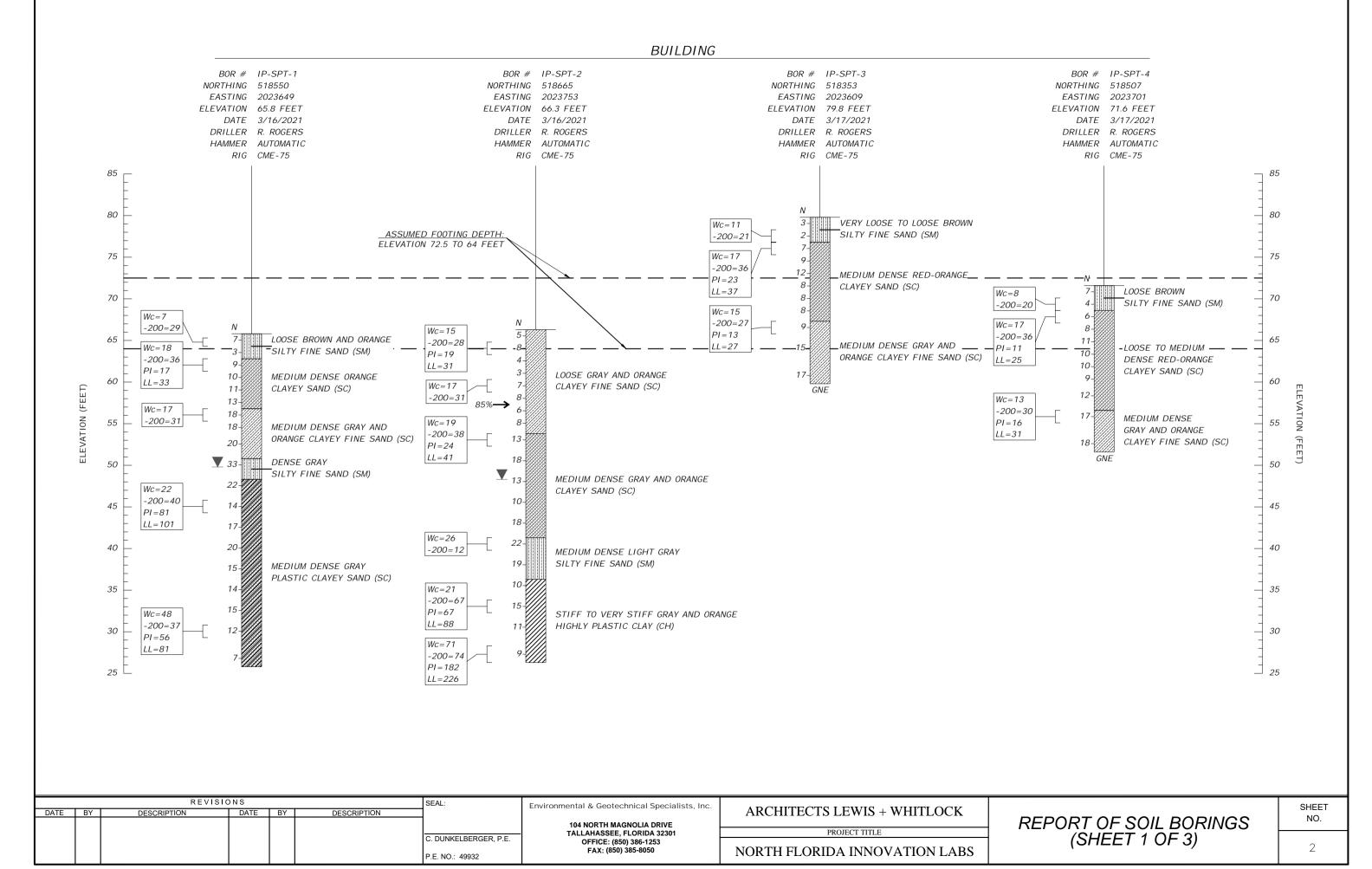
104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE #: (850) 386-1253 TITLE:

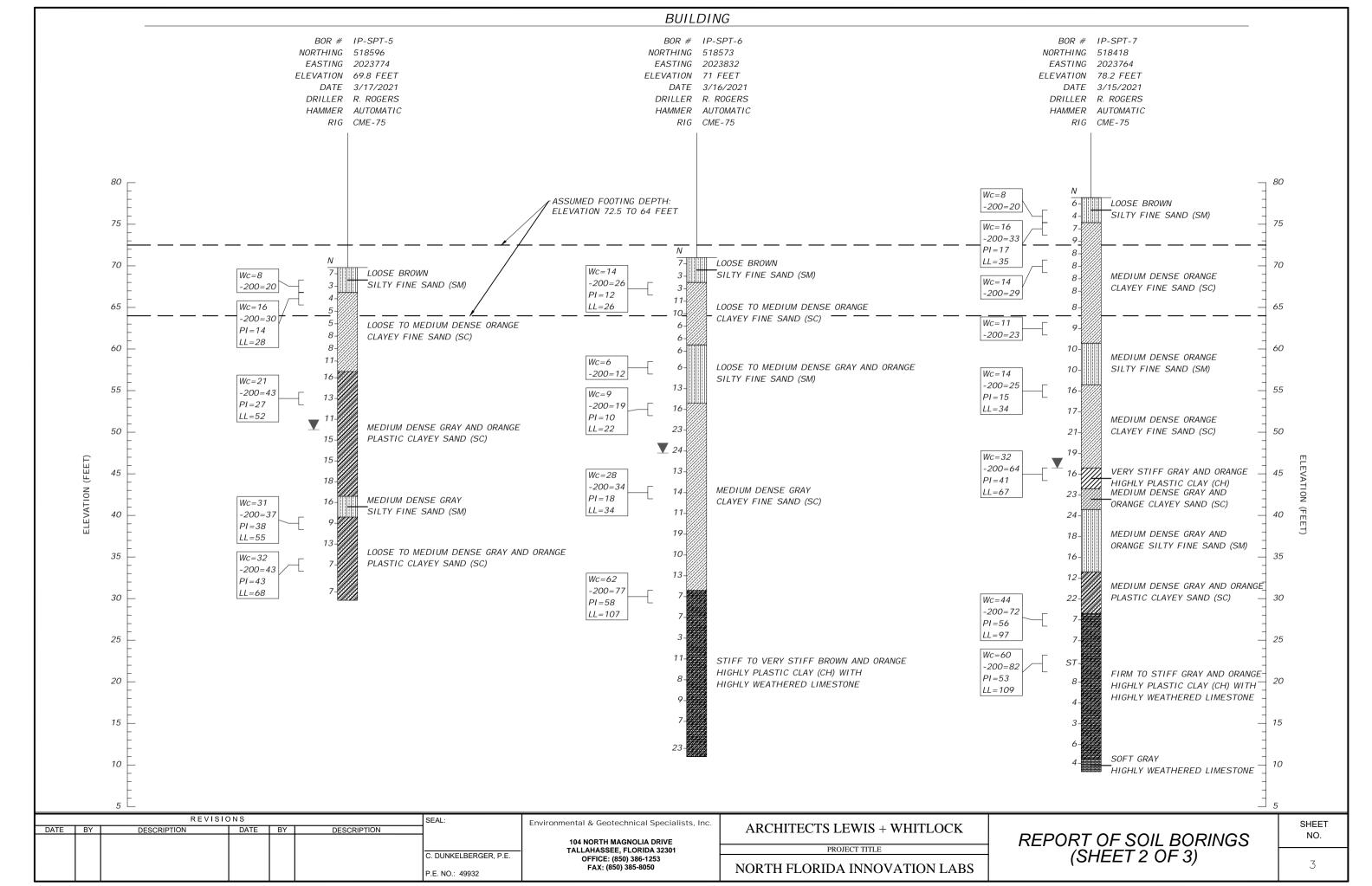
"GENERALIZED" DESIGN SOIL PROFILE
NORTH FLORIDA INNOVATION LABS
WEST PAUL DIRAC DRIVE
LEON COUNTY, FLORIDA

DATE:	FIGURE NO.:
MAY 2021	6

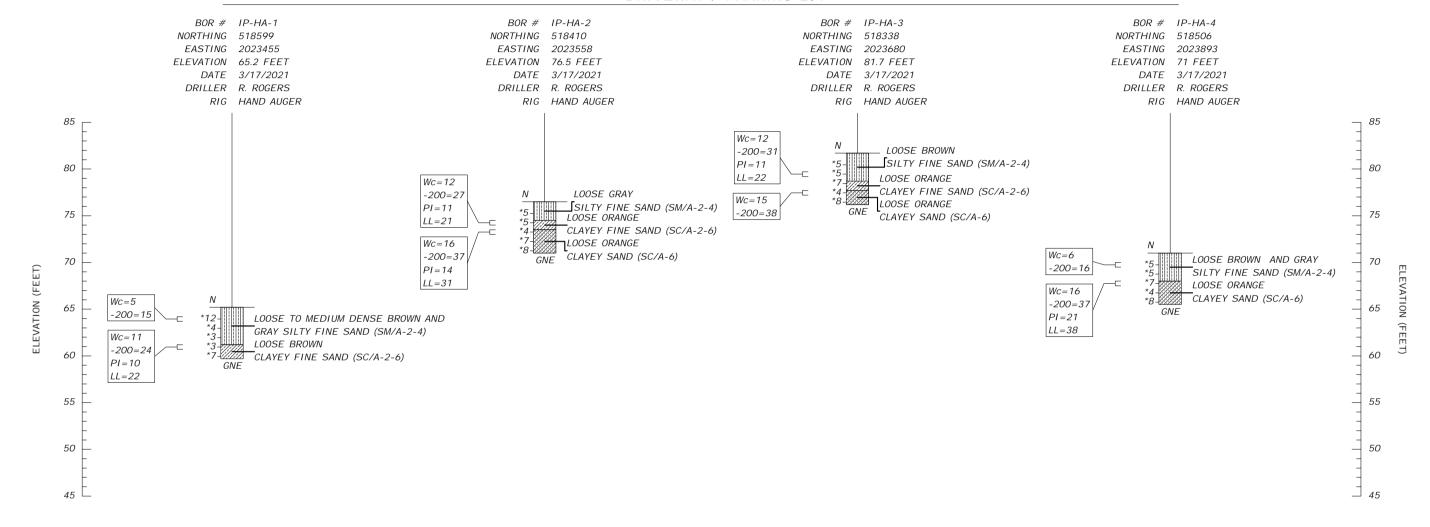








DRIVEWAY / PARKING LOT



		REVISIO	NS			SEAL:
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION]
						C. DUNKELBERGER, P.E.
						C. DUNKELBERGER, F.E.
						P.E. NO.: 49932

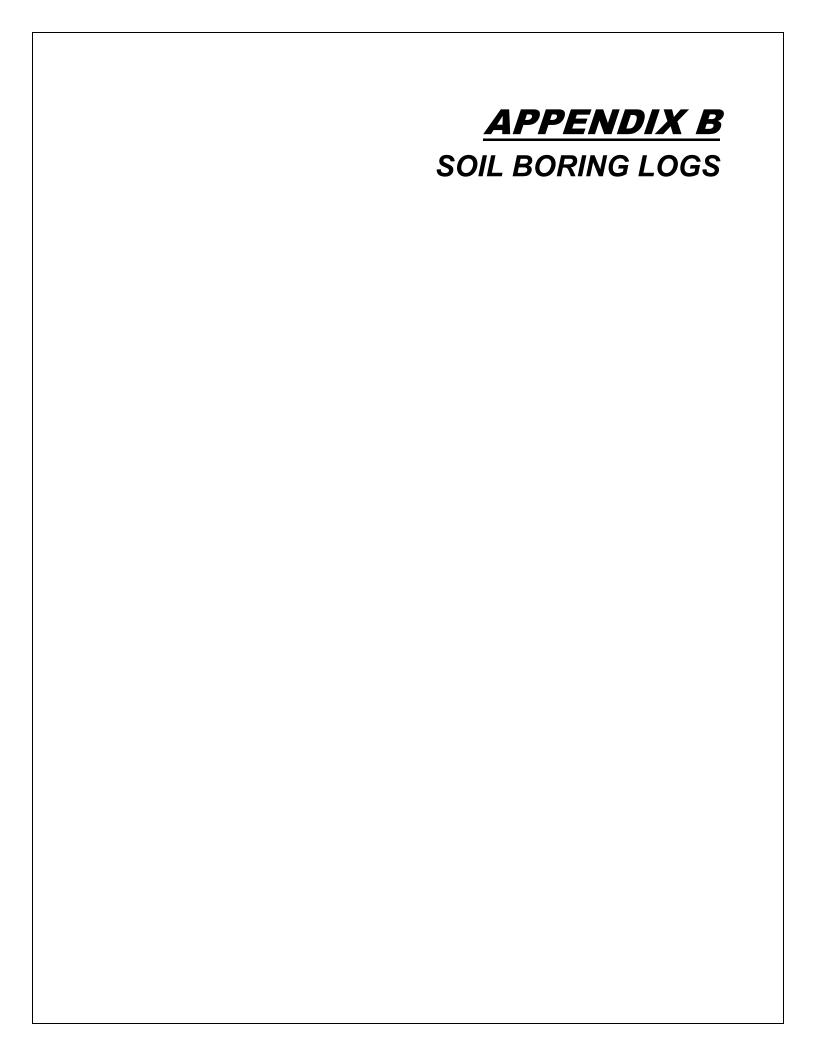
Environmental & Geotechnical Specialists, Inc.

104 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32301
OFFICE: (850) 386-1253
FAX: (850) 385-8050

ARCHITECTS LEWIS + WHITLOCK
PROJECT TITLE
NORTH FLORIDA INNOVATION LABS

REPORT OF SOIL BORINGS (SHEET 3 OF 3) SHEET NO.

4



PROJECT: NORTH FLORIDA INNOVATION LABS ENVIRONMENTAL & GEOTECHNICAL CLIENT: ARCHITECTS LEWIS + WHITLOCK SPECIALISTS, INC. PROJECT NO.: 375-01-21-01 **HAMMER TYPE:** AUTOMATIC PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-SPT-1 DATE: 3/16/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ 15.9' 24 HR: ₹ N/M CAVING: C NONE Wc (%) N-Value DEPTH (METERS) DEPTH (FEET) SYMBOL **TEST** Wc Ν DESCRIPTION **USCS** RESULTS (%) 20 29 40 40 40 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 LOOSE -200%=29 • 7 SM **BROWN AND ORANGE** 13 3 SILTY FINE SAND -200%=36 18 9 MEDIUM DENSE LL=33 18 10 PI=17 SC ORANGE 16 11 **CLAYEY SAND** 17 13 -200%=31 17 18 10 MEDIUM DENSE 15 18 **GRAY AND ORANGE** SC 17 20 **CLAYEY FINE SAND DENSE** \subseteq 16 ٠ 33 SM **BROWN AND GRAY** 24 22 SILTY FINE SAND 20 -200%=40 22 14 LL=101 PI=81 27 17 24 20 MEDIUM DENSE 26 15 **BROWN AND GRAY** SC 30 PLASTIC CLAYEY SAND 36 14 10 31 15 -200%=37 48 12 LL=81 PI=56 46 7 40 15 50 60 - 20 70 **NOTE: N/M - NOT MEASURED**

N/A - NOT AVAILABLE

PROJECT: NORTH FLORIDA INNOVATION LABS CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. PROJECT NO.: 375-01-21-01 **HAMMER TYPE:** AUTOMATIC PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 66.3 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-SPT-2 DATE: 3/16/21 Office #: (850) 386-1253 DRILLER: R. ROGERS FLUID LOSS: 85% @ 8.0-9.0' Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ 18.0' 24 HR: ₹ N/M CAVING: C NONE Wc (%) N-Value DEPTH (METERS) DEPTH (FEET) SYMBOL **TEST** Wc Ν DESCRIPTION **USCS** RESULTS (%) 20 30 40 60 20 20 20 20 80 80 80 80 80 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 17 5 -200%=28 15 8 LL=31 16 4 PI=19 LOOSE 3 16 **GRAY AND ORANGE** SC -200%=31 7 17 **CLAYEY FINE SAND** 15 8 16 6 10 17 8 -200%=38 19 13 LL=41 PI=24 22 18 MEDIUM DENSE ¥ 22 13 **GRAY AND ORANGE** SC 20 **CLAYEY SAND** 4 •(10 18 18 -200%=12 26 22 MEDIUM DENSE LIGHT GRAY SM 19 24 SILTY FINE SAND 30 25 10 10 -200%=67 21 15 **STIFF** LL=88 **GRAY AND ORANGE** CH PI=67 27 11 HIGHLY PLASTIC CLAY -200%=74 LL=226 71 9 40 PI=182 15 50 60 - 20 70 **NOTE: N/M - NOT MEASURED** N/A - NOT AVAILABLE

PROJECT: NORTH FLORIDA INNOVATION LABS CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. PROJECT NO.: 375-01-21-01 **HAMMER TYPE:** AUTOMATIC PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-SPT-3 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ > 20.0' 24 HR: 🐺 N/M CAVING: C NONE Wc (%) DEPTH (METERS) N-Value **DEPTH (FEET)** SYMBOL **TEST** Wc Ν DESCRIPTION **USCS RESULTS** (%) 20 30 40 60 9,9,9,9 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 LOOSE 6 3 SM -200%=21 **BROWN** 2 11 SILTY FINE SAND -200%=36 17 8 LL=37 PI=23 9 16 MEDIUM DENSE 15 8 **RED-ORANGE** SC 14 12 **CLAYEY SAND** 13 8 10 13 8 -200%=27 LL=27 PI=13 15 9 MEDIUM DENSE 16 15 SC **ORANGE CLAYEY FINE SAND** 17 17 20 30 10 40 15 50 60 - 20 70 **NOTE: N/M - NOT MEASURED** N/A - NOT AVAILABLE

PROJECT: NORTH FLORIDA INNOVATION LABS ENVIRONMENTAL & GEOTECHNICAL CLIENT: ARCHITECTS LEWIS + WHITLOCK SPECIALISTS, INC. PROJECT NO.: 375-01-21-01 **HAMMER TYPE:** AUTOMATIC PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-SPT-4 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ > 20.0' 24 HR: ₹ N/M CAVING: C NONE Wc (%) N-Value DEPTH (METERS) DEPTH (FEET) SYMBOL **TEST** Wc Ν DESCRIPTION **USCS RESULTS** (%) 20 30 40 60 9,9,9,9 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 LOOSE 6 SM -200%=20 **BROWN** 8 4 -200%=36 LL=25 PI=11 SILTY FINE SAND SC 17 6 LOOSE 18 8 ORANGE 15 11 **CLAYEY SAND** 15 10 MEDIUM DENSE SC 13 10 10 **RED-ORANGE** 10 9 **CLAYEY SAND** 10 12 -200%=30 LL=31 PI=16 13 17 MEDIUM DENSE **GRAY AND ORANGE** SC **CLAYEY FINE SAND** 16 18 20 30 10 40 15 50 60 - 20 70 **NOTE: N/M - NOT MEASURED** N/A - NOT AVAILABLE

PROJECT: NORTH FLORIDA INNOVATION LABS ENVIRONMENTAL & GEOTECHNICAL CLIENT: ARCHITECTS LEWIS + WHITLOCK SPECIALISTS, INC. **PROJECT NO.:** 375-01-21-01 **HAMMER TYPE:** AUTOMATIC PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-SPT-5 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** \(\noting\) 19.7' 24 HR: ₹ CAVING: C NONE N/M Wc (%) N-Value DEPTH (METERS) DEPTH (FEET) SYMBOL **TEST** Wc Ν DESCRIPTION **USCS** RESULTS (%) 20 30 40 60 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 LOOSE 6 SM **BROWN** -200%=20 8 3 SILTY FINE SAND -200%=30 16 4 LOOSE LL=28 5 SC 19 PI=14 ORANGE 15 5 **CLAYEY FINE SAND** 16 8 MEDIUM DENSE 13 8 10 SC **ORANGE** 12 11 **CLAYEY FINE SAND** 13 16 -200%=43 LL=52 PI=27 21 13 20 11 MEDIUM DENSE 20 **GRAY AND ORANGE** SC 19 15 PLASTIC CLAYEY SAND 23 15 26 18 MEDIUM DENSE 26 16 ٠ SM **GRAY** 30 -200%=37 31 9 SILTY FINE SAND LL=55 PI=38 MEDIUM DENSE SC 10 32 13 GRAY AND ORANGE PLASTIC CLAYEY SAND -200%=43 32 LOOSE LL=68 SC **GRAY AND ORANGE** PI=43 PLASTIC CLAYEY SAND 53 7 40 15 50 60

NOTE: N/M - NOT MEASURED N/A - NOT AVAILABLE

- 20

70

PROJECT: NORTH FLORIDA INNOVATION LABS **CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL** SPECIALISTS, INC. PROJECT NO.: 375-01-21-01 **HAMMER TYPE:** AUTOMATIC PROJECT LOCATION: TALLAHASSEE, FLORIDA ELEVATION (FEET): 71.0 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-SPT-6 DATE: 3/16/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** \(\noting\) 23.5' 24 HR: ₹ N/M CAVING: C NONE Wc (%) DEPTH (METERS) N-Value DEPTH (FEET) SYMBOL **TEST** Wc USCS Ν DESCRIPTION RESULTS (%) 20 30 40 60 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 LOOSE 8 SM **BROWN** 9 3 SILTY FINE SAND -200%=26 14 3 LL=26 LOOSE TO MEDIUM DENSE 19 11 PI=12 SC **ORANGE** 16 10 **CLAYEY FINE SAND** 13 6 11 6 10 10 6 LOOSE TO MEDIUM DENSE -200%=12 6 6 **GRAY AND ORANGE** SM SILTY FINE SAND 4 13 -200%=19 9 16 LL=22 PI=10 20 14 23 15 24 27 13 MEDIUM DENSE -200%=34 LL=34 PI=18 14 28 SC **GRAY** 30 **CLAYEY FINE SAND** 29 11 10 20 19 27 10 25 13 40 -200%=77 62 LL=107 PI=58 66 7 36 3 **STIFF** 25 11 **BROWN AND ORANGE** СН 15 50 HIGHLY PLASTIC CLAY 24 8 32 9 40 7 **VERY STIFF** СН 42 23 • **BROWN AND ORANGE** 60 HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE - 20 70 **NOTE: N/M - NOT MEASURED**

N/A - NOT AVAILABLE

PROJECT: NORTH FLORIDA INNOVATION LABS **ENVIRONMENTAL & GEOTECHNICAL CLIENT: ARCHITECTS LEWIS + WHITLOCK** SPECIALISTS, INC. PROJECT NO.: 375-01-21-01 **HAMMER TYPE: AUTOMATIC** PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.: IP-SPT-7** DATE: 3/15/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** \(\noting\) > 24.0' 24 HR: ₹ CAVING: C NONE 32.5' Wc (%) N-Value DEPTH (METERS) DEPTH (FEET) SYMBOL **TEST** Wc Ν DESCRIPTION **USCS** (%) RESULTS 20 30 40 60 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 LOOSE 7 6 SM **BROWN** -200%=20 8 4 -200%=33 SILTY FINE SAND 16 . 7 LL=35 9 1 PI=17 15 8 -200%=29 14 8 LOOSE TO MEDIUM DENSE 13 8 10 **ORANGE** SC 13 8 **CLAYEY FINE SAND** 8 11 -200%=23 11 9 5 11 10 MEDIUM DENSE 20 **ORANGE** SM 10 10 SILTY FINE SAND -200%=25 14 16 LL=34 PI=15 21 17 MEDIUM DENSE **ORANGE** SC 24 21 **CLAYEY FINE SAND** 30 20 19 10 **VERY STIFF** -200%=64 32 16 CH LL=67 **GRAY AND ORANGE** PI=41 HIGHLY PLASTIC CLAY 29 23 SC MEDIUM DENSE 24 • 24 **GRAY AND ORANGE** 40 **CLAYEY SAND** 26 18 MEDIUM DENSE SM **GRAY AND ORANGE** 24 ٠ 16 SILTY FINE SAND 26 ٠ 12 MEDIUM DENSE **GRAY AND ORANGE** SC 22 22 PLASTIC CLAYEY SAND 15 50 -200%=72 44 7 LL=97 PI=56 7 55 ST SÍ ST FIRM TO STIFF **GRAY AND ORANGE** 91 8 CH HIGHLY PLASTIC CLAY WITH 60 HIGHLY WEATHERED LIMESTONE 54 4 82 3 - 20 40 6 SOFT 4 --**GRAY** 70 HIGHLY WEATHERED LIMESTONE NOTE: N/M - NOT MEASURED N/A - NOT AVAILABLE

PROJECT: NORTH FLORIDA INNOVATION LABS CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. **PROJECT NO.:** <u>375-01-21-01</u> HAMMER TYPE: CPI PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-HA-1 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS **FLUID LOSS:** N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ > 5.5' 24 HR: ₹ > 5.5' CAVING: C NONE Wc (%) DEPTH (METERS) N-Value **DEPTH (FEET)** SYMBOL **TEST** Wc USCS Ν DESCRIPTION **RESULTS** (%) 20 30 40 60 9,9,9,9 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 4 MEDIUM DENSE **GRAY** SM -200%=15 5 12 SILTY FINE SAND 2 5 4 LOOSE **BROWN** SM 5 SILTY FINE SAND 3 -200%=24 LL=22 PI=10 11 3 LOOSE **BROWN** SC **CLAYEY FINE SAND** 10 7 6 8 - 3 10 12 - 4 14 NOTE: N/M MEANS NOT MEASURED

PROJECT: NORTH FLORIDA INNOVATION LABS CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. **PROJECT NO.:** <u>375-01-21-01</u> HAMMER TYPE: CPI PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 76.5 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-HA-2 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS FLUID LOSS: N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ > 5.5' 24 HR: ₹ > 5.5' CAVING: C NONE Wc (%) N-Value DEPTH (METERS) **DEPTH (FEET)** SYMBOL **TEST** Wc USCS Ν DESCRIPTION **RESULTS** (%) 20 30 40 60 9,9,9,9 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 4 LOOSE **GRAY** SM 6 5 SILTY FINE SAND 2 -200%=27 LL=21 PI=11 LOOSE 12 5 **ORANGE** SC **CLAYEY FINE SAND** -200%=37 LL=31 PI=14 16 4 LOOSE **ORANGE** SC 17 7 **CLAYEY SAND** 16 ٠ 8 6 8 - 3 10 12 - 4 14 NOTE: N/M MEANS NOT MEASURED

PROJECT: NORTH FLORIDA INNOVATION LABS CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. **PROJECT NO.:** <u>375-01-21-01</u> HAMMER TYPE: CPI PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-HA-3 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS FLUID LOSS: N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ > 5.5' 24 HR: ₹ > 5.5' CAVING: C NONE Wc (%) N-Value DEPTH (METERS) **DEPTH (FEET)** SYMBOL **TEST** Wc USCS Ν DESCRIPTION **RESULTS** (%) 20 30 40 60 9,9,9,9 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 9 LOOSE **BROWN** SM 8 5 SILTY FINE SAND 2 -200%=31 LL=22 PI=11 12 7 LOOSE **ORANGE** SC 15 5 **CLAYEY FINE SAND** -200%=38 15 7 LOOSE **ORANGE** SC **CLAYEY SAND** 15 5 6 8 - 3 10 12 - 4 14 NOTE: N/M MEANS NOT MEASURED

PROJECT: NORTH FLORIDA INNOVATION LABS CLIENT: ARCHITECTS LEWIS + WHITLOCK ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. **PROJECT NO.:** <u>375-01-21-01</u> HAMMER TYPE: CPI PROJECT LOCATION: TALLAHASSEE, FLORIDA **ELEVATION (FEET):** 104 North Magnolia Drive Tallahassee, Florida 32301 **BORING NO.:** IP-HA-4 DATE: 3/17/21 Office #: (850) 386-1253 DRILLER: R. ROGERS FLUID LOSS: N/A Fax #: (850) 385-8050 **DEPTH TO WATER: INITIAL:** ¥ > 5.5' 24 HR: ₹ > 5.5' CAVING: C N/M Wc (%) DEPTH (METERS) N-Value **DEPTH (FEET)** SYMBOL **TEST** Wc Ν USCS DESCRIPTION **RESULTS** (%) 20 30 40 60 9,9,9,9 This information pertains only to this boring and should not be interpreted as being indicitive of the site. 0 0 7 -200%=16 LOOSE 6 5 **GRAY** SM SILTY FINE SAND 2 9 5 -200%=37 LL=38 PI=21 16 7 LOOSE **ORANGE** SC 16 4 **CLAYEY SAND** 14 8 6 8 - 3 10 12 - 4 14 NOTE: N/M MEANS NOT MEASURED



Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-1 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
0.0-1.5	7	100	100	99	90	72	50	29				7	SM	LOOSE BROWN SILTY FINE SAND
1.5-3.0	13											3	SM	LOOSE ORANGE SILTY FINE SAND
3.0-4.5	18	100	100	99	91	75	55	36	33	17		9	SC	MEDIUM DENSE ORANGE CLAYEY SAND
4.5-6.0	18											10	sc	MEDIUM DENSE ORANGE CLAYEY SAND
6.0-7.5	16											11	SC	MEDIUM DENSE ORANGE CLAYEY SAND
7.5-9.0	17											13	SC	MEDIUM DENSE ORANGE CLAYEY SAND
9.0-10.5	17	100	100	100	97	90	61	31				18	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY FINE SAND
10.5-12.0	15											18	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY FINE SAND
12.5-14.0	17											20	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY FINE SAND
15.0-16.5	16											33	SM	DENSE GRAY SILTY FINE SAND
17.5-19.0	24											22	sc	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
20.0-21.5	22	100	100	100	99	93	59	40	101	81		14	SC	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
22.5-24.0	27											17	sc	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-1 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
25.0-26.5	24	(,	(**)	(/	(**)	(,	(**)	(**)			(***)	20	sc	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
27.5-29.0	26											15	SC	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
30.0-31.5	36											14	SC	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
32.5-34.0	31											15	sc	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
35.0-36.5	48	100	100	99	96	87	63	37	81	56		12	sc	MEDIUM DENSE GRAY PLASTIC CLAYEY SAND
38.0-40.0	46											7	SC	MEDIUM DENSE GRAY AND RED-BROWN PLASTIC CLAYEY SAND
_														
													PECIALISTS,	

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-2 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
0.0-1.5	17											5	sc	LOOSE GRAY AND ORANGE CLAYEY FINE SAND
1.5-3.0	15	100	100	100	94	82	54	28	31	19		8	sc	LOOSE GRAY AND ORANGE CLAYEY FINE SAND
3.0-4.5	16											4	SC	LOOSE GRAY AND ORANGE CLAYEY FINE SAND
4.5-6.0	16											3	SC	LOOSE GRAY AND ORANGE CLAYEY FINE SAND
6.0-7.5	17	100	100	99	89	71	50	31				7	sc	LOOSE ORANGE CLAYEY FINE SAND
7.5-9.0	15											8	SC	LOOSE ORANGE CLAYEY FINE SAND
9.0-10.5	16											6	SC	LOOSE ORANGE CLAYEY FINE SAND
10.5-12.0	17											8	SC	LOOSE ORANGE CLAYEY FINE SAND
12.5-14.0	19	100	100	100	98	94	68	38	41	24		13	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY SAND
15.0-16.5	22											18	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY SAND
17.5-19.0	22											13	sc	MEDIUM DENSE GRAY AND ORANGE CLAYEY SAND
20.0-21.5	4											10	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY SAND
22.5-24.0	18											18	sc	MEDIUM DENSE GRAY AND ORANGE CLAYEY SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-2 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
25.0-26.5	26	100	100	100	99	96	36	12			(- /	22	SM	MEDIUM DENSE LIGHT GRAY SILTY FINE SAND
27.5-29.0	24											19	SM	MEDIUM DENSE LIGHT GRAY SILTY FINE SAND
30.0-31.5	25											10	СН	STIFF GRAY HIGHLY PLASTIC CLAY
32.5-34.0	21	100	99	98	92	80	73	67	88	67		15	СН	VERY STIFF GRAY HIGHLY PLASTIC CLAY
35.0-36.5	27											11	СН	STIFF GRAY HIGHLY PLASTIC CLAY
38.0-40.0	71	100	100	100	100	100	99	74	226	182		9	СН	STIFF ORANGE HIGHLY PLASTIC CLAY
							/IDON	 	\			INICALO	PECIALISTS	S INC

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-3 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
0.0-1.5	6											3	SM	LOOSE BROWN SILTY FINE SAND
1.5-3.0	11	100	100	99	90	70	46	21				2	SM	LOOSE BROWN SILTY FINE SAND
3.0-4.5	17	100	100	99	92	76	55	36	37	23		8	sc	MEDIUM DENSE ORANGE CLAYEY SAND
4.5-6.0	16											9	sc	MEDIUM DENSE RED-ORANGE CLAYEY SAND
6.0-7.5	15											8	sc	MEDIUM DENSE RED-ORANGE CLAYEY SAND
7.5-9.0	14											12	SC	MEDIUM DENSE RED-ORANGE CLAYEY SAND
9.0-10.5	13											8	SC	MEDIUM DENSE RED-ORANGE CLAYEY SAND
0.5-12.0	13											8	SC	MEDIUM DENSE ORANGE CLAYEY SAND
2.5-14.0	15	100	100	99	91	73	46	27	27	13		9	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
5.0-16.5	16											15	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
8.0-20.0	17											17	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY FINE SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-4 Location: TALLAHASSEE, FLORIDA

100	100	99	88 91	66	39 54	20 36	25	11	(%)	7 4 6 8 11	SM SM SC SC SC	LOOSE BROWN SILTY FINE SAND LOOSE BROWN SILTY FINE SAND LOOSE ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND
							25	11		8	sc sc sc	LOOSE BROWN SILTY FINE SAND LOOSE ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND
100	100	99	91	74	54	36	25	11		8 11	sc sc	ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND
										11	sc	RED-ORANGE CLAYEY SAND MEDIUM DENSE RED-ORANGE CLAYEY SAND
												MEDIUM DENSE RED-ORANGE CLAYEY SAND
										10	00	MEDIUM DENSE
										10	sc	RED-ORANGE CLAYEY SAND
		1								10	SC	MEDIUM DENSE RED-ORANGE CLAYEY SAND
										9	SC	MEDIUM DENSE ORANGE CLAYEY SAND
										12	SC	MEDIUM DENSE ORANGE CLAYEY SAND
100	100	99	95	84	56	30	31	16		17	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY FINE SAND
										18	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY FINE SAND
	100	100 100	100 100 99	100 100 99 95							100 100 99 95 84 56 30 31 16 17	100 100 99 95 84 56 30 31 16 17 SC

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-5 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
0.0-1.5	6											7	SM	LOOSE BROWN SILTY FINE SAND
1.5-3.0	8	100	100	99	90	66	41	20				3	SM	LOOSE BROWN SILTY FINE SAND
3.0-4.5	16	100	100	99	90	72	50	30	28	14		4	SC	LOOSE ORANGE CLAYEY FINE SAND
4.5-6.0	19											5	sc	LOOSE ORANGE CLAYEY FINE SAND
6.0-7.5	15											5	sc	LOOSE ORANGE CLAYEY FINE SAND
7.5-9.0	16											8	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
9.0-10.5	13											8	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
10.5-12.0	12											11	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
12.5-14.0	13											16	sc	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
15.0-16.5	21	100	100	100	99	96	80	43	52	27		13	sc	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
17.5-19.0	20											11	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
20.0-21.5	19											15	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
22.5-24.0	23											15	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-5 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	Description
25.0-26.5	26											18	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
27.5-29.0	26											16	SM	MEDIUM DENSE GRAY SILTY FINE SAND
30.0-31.5	31	100	100	100	95	86	74	37	55	38		9	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
32.5-34.0	32											13	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
35.0-36.5	32	100	100	99	98	94	84	43	68	43		7	SC	LOOSE GRAY AND ORANGE PLASTIC CLAYEY SAND
38.0-40.0	53											7	SC	LOOSE BLACK, BROWN AND ORANGE PLASTIC CLAYEY SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-6 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
0.0-1.5	8											7	SM	LOOSE BROWN SILTY FINE SAND
1.5-3.0	9											3	SM	LOOSE BROWN SILTY FINE SAND
3.0-4.5	14	100	100	99	90	69	48	26	26	12		3	SC	LOOSE ORANGE CLAYEY FINE SAND
4.5-6.0	19											11	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
6.0-7.5	16											10	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
7.5-9.0	13											6	SC	LOOSE ORANGE CLAYEY FINE SAND
9.0-10.5	11											6	SC	LOOSE ORANGE CLAYEY FINE SAND
0.5-12.0	10											6	SM	LOOSE ORANGE SILTY FINE SAND
2.5-14.0	6	100	100	98	78	50	31	12				6	SM	LOOSE GRAY SILTY FINE SAND
5.0-16.5	4											13	SM	MEDIUM DENSE GRAY SILTY FINE SAND
7.5-19.0	9	100	100	98	76	50	32	19	22	10		16	sc	MEDIUM DENSE GRAY CLAYEY FINE SAND
20.0-21.5	14											23	sc	MEDIUM DENSE GRAY CLAYEY FINE SAND
2.5-24.0	15											24	sc	MEDIUM DENSE GRAY CLAYEY FINE SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-6 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	Description
25.0-26.5	27	(70)	(70)	(,,,	(,,,	(70)	(70)	(70)			(70)	13	SC	MEDIUM DENSE
														GRAY
														CLAYEY FINE SAND
27.5-29.0	28	100	100	98	94	86	58	34	34	18		14	SC	MEDIUM DENSE
														GRAY
														CLAYEY FINE SAND
0.0-31.5	29											11	SC	MEDIUM DENSE
														GRAY
														CLAYEY FINE SAND
32.5-34.0	20											19	SC	MEDIUM DENSE
														GRAY
														CLAYEY FINE SAND
5.0-36.5	27											10	sc	MEDIUM DENSE
														GRAY
														CLAYEY FINE SAND
37.5-39.0	25											13	sc	MEDIUM DENSE
														GRAY
														CLAYEY FINE SAND
0.0-41.5	62	100	99	96	94	92	89	77	107	58		7	СН	STIFF
	-				•	-								ORANGE
														HIGHLY PLASTIC CLAY
12.5-44.0	66											7	СН	STIFF
														ORANGE
														HIGHLY PLASTIC CLAY
15.0-46.5	36											3	СН	FIRM
														ORANGE
														HIGHLY PLASTIC CLAY
7.5-49.0	25											11	СН	STIFF
														ORANGE
														HIGHLY PLASTIC CLAY
0.0-51.5	24											8	СН	STIFF
														ORANGE
														HIGHLY PLASTIC CLAY
2.5-54.0	32											9	СН	STIFF
														ORANGE
														HIGHLY PLASTIC CLAY
55.0-56.5	40											7	СН	STIFF
														BROWN AND ORANGE
														HIGHLY PLASTIC CLAY
8.0-60.0	42											23	CH	VERY STIFF

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-6 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
,								,						BROWN AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
						E & 11	/IDONI	MENIT	\	D CE	OTECL	INICAL S	DECIALIS	STS, INC.

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-7 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	(%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
0.0-1.5	7											6	SM	LOOSE BROWN SILTY FINE SAND
1.5-3.0	8	100	100	100	94	74	49	20				4	SM	LOOSE BROWN SILTY FINE SAND
3.0-4.5	16	100	100	99	92	77	54	33	35	17		7	SC	LOOSE ORANGE CLAYEY FINE SAND
4.5-6.0	1											9	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
6.0-7.5	15											8	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
7.5-9.0	14	100	100	99	92	73	50	29				8	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
9.0-10.5	13											8	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
10.5-12.0	13											8	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
12.5-14.0	11											8	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
15.0-16.5	11	100	100	99	90	68	44	23				9	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
17.5-19.0	11											10	SM	MEDIUM DENSE ORANGE SILTY FINE SAND
20.0-21.5	10											10	SM	MEDIUM DENSE ORANGE SILTY FINE SAND
22.5-24.0	14	100	100	100	97	90	49	25	34	15		16	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-7 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	uscs	Description
25.0-26.5	21											17	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
27.5-29.0	24											21	sc	MEDIUM DENSE ORANGE CLAYEY FINE SAND
30.0-31.5	20											19	SC	MEDIUM DENSE ORANGE CLAYEY FINE SAND
32.5-34.0	32	100	100	100	100	98	90	64	67	41		16	СН	VERY STIFF GRAY AND ORANGE HIGHLY PLASTIC CLAY
35.0-36.5	29											23	SC	MEDIUM DENSE GRAY AND ORANGE CLAYEY SAND
37.5-39.0	24											24	SM	MEDIUM DENSE GRAY AND ORANGE SILTY FINE SAND
40.0-41.5	26											18	SM	MEDIUM DENSE GRAY AND ORANGE SILTY FINE SAND
42.5-44.0	24											16	SM	MEDIUM DENSE GRAY AND ORANGE SILTY FINE SAND
45.0-46.5	26											12	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
47.5-49.0	22											22	SC	MEDIUM DENSE GRAY AND ORANGE PLASTIC CLAYEY SAND
50.0-51.5	44	100	100	100	97	95	92	72	97	56		7	СН	STIFF GRAY AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
52.5-54.0	55											7	СН	STIFF GRAY AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
55.0-57.0	ST											ST	СН	STIFF GRAY AND ORANGE

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-SPT-7 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	Description
														HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
57.5-59.0	91											8	СН	STIFF GRAY AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
60.0-61.5	54											4	СН	STIFF GRAY AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
62.5-64.0	82											3	СН	FIRM GRAY AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
65.0-66.5	40				_							6	СН	STIFF GRAY AND ORANGE HIGHLY PLASTIC CLAY WITH HIGHLY WEATHERED LIMESTONE
67.5-69.0												4		SOFT GRAY HIGHLY WEATHERED LIMESTONE

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-HA-1 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.5	4												A-2-4	MEDIUM DENSE GRAY SILTY FINE SAND
1.0-1.5	5	100	100	99	81	60	36	15				12	A-2-4	MEDIUM DENSE GRAY SILTY FINE SAND
2.0-2.5	5											4	A-2-4	LOOSE BROWN SILTY FINE SAND
3.0-3.5	5											3	A-2-4	LOOSE BROWN SILTY FINE SAND
4.0-4.5	11	100	100	99	89	69	45	24	22	10		3	A-2-6	LOOSE BROWN CLAYEY FINE SAND
5.0-5.5	10											7	A-2-6	LOOSE BROWN CLAYEY FINE SAND
						ENV	IRONN	IENTA	L AND	GE(OTECH	NICAL S	PECIALISTS	s, INC

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-HA-2 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.5	4												A-2-4	LOOSE GRAY SILTY FINE SAND
1.0-1.5	6											5	A-2-4	LOOSE GRAY SILTY FINE SAND
2.0-2.5	12	100	100	99	91	77	50	27	21	11		5	A-2-6	LOOSE ORANGE CLAYEY FINE SAND
3.0-3.5	16	100	100	99	92	77	57	37	31	14		4	A-6	LOOSE ORANGE CLAYEY SAND
4.0-4.5	17											7	A-6	LOOSE ORANGE CLAYEY SAND
5.0-5.5	16											8	A-6	LOOSE ORANGE CLAYEY SAND
						ENV	IRONN	IENTA	L ANI) GE	OTECH	NICAL SI	PECIALISTS	, INC

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-HA-3 Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	AASHTO	Description
0.0-0.5	9												A-2-4	LOOSE BROWN SILTY FINE SAND
1.0-1.5	8											5	A-2-4	LOOSE BROWN SILTY FINE SAND
2.0-2.5	12	100	100	99	92	78	57	31	22	11		7	A-2-6	LOOSE ORANGE CLAYEY FINE SAND
3.0-3.5	15											5	A-2-6	LOOSE ORANGE CLAYEY FINE SAND
4.0-4.5	15	100	100	99	93	81	59	38				7	A-6	LOOSE ORANGE CLAYEY SAND
5.0-5.5	15											5	A-6	LOOSE ORANGE CLAYEY SAND
						ENV	IRONN	IENTA	L AND	GE(OTECH	NICAL S	PECIALISTS	, INC

SOIL CLASSIFICATION DATA

Project: NORTH FLORIDA INNOVATION LABS

Client: ARCHITECTS LEWIS + WHITLOCK Project No.: 375-01-21-01

Boring: IP-HA-4 Location: TALLAHASSEE, FLORIDA

2.0-2.5 9	100	100 1	100	99	90	67	58	16	38	21		5 5 7 4	A-2-4 A-2-4 A-6 A-6 A-6	LOOSE GRAY SILTY FINE SAND LOOSE BROWN SILTY FINE SAND LOOSE BROWN SILTY FINE SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE CLAYEY SAND
2.0-2.5 9 3.0-3.5 16 4.0-4.5 16									38	21		7	A-2-4 A-6 A-6	LOOSE BROWN SILTY FINE SAND LOOSE BROWN SILTY FINE SAND LOOSE ORANGE CLAYEY SAND
3.0-3.5 16 4.0-4.5 16	100	100 1	100	99	92	77	58	37	38	21		7	A-6 A-6	LOOSE BROWN SILTY FINE SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE COOSE
4.0-4.5 16	100	100 1	100	99	92	77	58	37	38	21		4	A-6	LOOSE ORANGE CLAYEY SAND LOOSE ORANGE CLAYEY SAND LOOSE ORANGE
														LOOSE ORANGE CLAYEY SAND LOOSE ORANGE
5.0-5.5 14												8	A-6	ORANGE
											ļ			CLAYEY SAND
		1												



Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

	Engineering Properties-Leon County, Florida													
Map unit symbol and	Pct. of	Hydrolo	Depth	USDA texture	Classi	fication	Pct Fra	gments	Percent	age passi	ng sieve ı	number—	Liquid	Plasticit
soil name	map unit	gic group			Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200	limit	y index
			In				L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
25—Lucy fine sand, 5 to 8 percent slopes														
Lucy	80	В	0-5	Fine sand	SM, SP- SM	A-2	0- 0- 0	0- 0- 0	98-99-1 00	95-98-1 00	50-69- 87	10-15- 30	0-7 -14	NP
			5-30	Fine sand, loamy fine sand	SM, SP- SM	A-2	0- 0- 0	0- 0- 0	98-99-1 00	95-98-1 00	50-69- 87	10-15- 30	0-7 -14	NP
			30-75	Sandy clay loam, fine sandy loam	SC-SM, SC	A-2, A-4, A-6	0- 0- 0	0- 0- 0	97-99-1 00	95-98-1 00	60-78- 95	20-36- 50	20-30 -40	5-13-20
			75-80	Fine sandy loam, loamy fine sand	SM	A-2	0- 0- 0	0- 0- 0	95-98-1 00	92-96-1 00	60-70- 80	13-22- 30	0-7 -14	NP
34—Orangeburg fine sandy loam, 5 to 8 percent slopes														
Orangeburg	80	С	0-2	Fine sandy loam	SC-SM, CL-ML, SM	A-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	87-94- 97	38-48- 52	0-21 -26	NP-4 -6
			2-10	Fine sandy loam	SC-SM, CL-ML, SM	A-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	87-94- 97	38-48- 52	0-21 -25	NP-4 -6
			10-16	Sandy clay loam	CL, SC- SM	A-4, A-6	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	79-86- 95	43-52- 62	21-29 -32	5-10-12
			16-41	Sandy clay loam	CL, SC- SM	A-4, A-6	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	79-86- 95	43-52- 62	21-29 -32	5-10-12
			41-80	Sandy clay loam	CL, SC- SM	A-4, A-6	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	79-86- 95	43-52- 62	21-29 -32	5-10-12

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties-Leon County, Florida														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk	Saturated hydraulic	Available water	Linear extensibility	Organic matter	1	rosio factor		Wind erodibility	Wind erodibility
					density	conductivity	capacity			Kw	Kf	Т	group	index
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/In	Pct	Pct					
25—Lucy fine sand, 5 to 8 percent slopes														
Lucy	0-5	-90-	0- 6- 15	2- 4- 12	1.35-1.50- 1.65	42.00-92.00-14 1.00	0.06-0.08-0.1	0.0- 1.5- 2.9	1.0- 1.4- 2.5	.20	.20	5	1	250
	5-30	-90-	0- 4- 15	2- 6- 12	1.35-1.50- 1.65	42.00-92.00-14 1.00	0.06-0.08-0.1	0.0- 1.5- 2.9	0.0- 0.3- 1.0	.15	.15			
	30-75	-69-	0- 4- 28	18-28- 35	1.55-1.65- 1.70	4.00-9.00-14.00	0.12-0.13-0.1 4	0.0- 1.5- 2.9	0.0- 0.2- 0.5	.20	.20			
	75-80	-79-	0- 1- 30	10-20- 20	1.50-1.55- 1.60	14.11-28.23-42. 35	0.06-0.08-0.1	0.0- 1.5- 2.9	0.0- 0.1- 0.5	.10	.10			
34— Orangeburg fine sandy loam, 5 to 8 percent slopes														
Orangeburg	0-2	55-61- 80	5-25- 32	8-14- 18	1.40-1.43- 1.46	14.00-26.33-42. 00	0.11-0.13-0.1 5	0.4- 0.7- 1.0	1.0- 2.0- 3.0	.24	.24	5	3	86
	2-10	55-61- 80	5-25- 32	8-14- 18	1.52-1.58- 1.63	3.50-3.84-14.00	0.11-0.13-0.1 5	0.4- 0.8- 1.0	0.5- 1.0- 1.5	.32	.32			
	10-16	46-54- 77	3-14- 20	20-33- 34	1.59-1.60- 1.61	3.00-3.25-14.00	0.16-0.16-0.2 0	0.8- 1.5- 1.8	0.0- 0.3- 0.5	.20	.20			
	16-41	46-54- 77	3-14- 20	20-33- 34	1.59-1.60- 1.61	3.00-3.25-14.00	0.16-0.16-0.2 0	0.8- 1.5- 1.8	0.0- 0.3- 0.5	.20	.20			
	41-80	46-54- 77	3-14- 25	20-33- 35	1.59-1.60- 1.61	3.00-3.25-14.00	0.16-0.16-0.2 0	0.8- 1.5- 1.8	0.0- 0.3- 0.5	.20	.20			

	Chemical Soil Properties-Leon County, Florida											
Map symbol and soil name	Depth	Cation- exchange capacity	Effective cation- exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio				
	In	meq/100g	meq/100g	рН	Pct	Pct	mmhos/cm					
25—Lucy fine sand, 5 to 8 percent slopes												
Lucy	0-5	0.3-4.6	_	4.5-6.0	0	0	0.0-2.0	0-4				
	5-30	0.1-3.8	_	4.5-6.0	0	0	0.0-2.0	0-4				
	30-75	_	0.2-5.9	4.5-5.5	0	0	0.0-2.0	0-4				
	75-80	_	0.2-4.5	4.5-5.5	0	0	0.0-2.0	0-4				
34—Orangeburg fine sandy loam, 5 to 8 percent slopes												
Orangeburg	0-2	_	0.9-4.4	4.5-5.5	0	0	0.0-2.0	0				
	2-10	_	0.9-4.4	4.5-5.5	0	0	0.0-2.0	0				
	10-16	_	1.2-5.6	4.5-5.5	0	0	0.0-2.0	0				
	16-41	_	1.2-5.6	4.5-5.5	0	0	0.0-2.0	0				
	41-80	_	1.2-5.6	4.5-5.5	0	0	0.0-2.0	0				

	Soil Features-Leon County, Florida										
Map symbol and		Res	strictive Layer		Subsi	dence	Potential for frost	Risk of o	corrosion		
soil name	Kind	Depth to top	Thickness	Hardness	Initial	Total	action	Uncoated steel	Concrete		
		Low-RV- High	Range		Low- High	Low- High					
		In	In		In	In					
25—Lucy fine sand, 5 to 8 percent slopes											
Lucy		_	_		_	_	None	Low	Moderate		
34—Orangeburg fine sandy loam, 5 to 8 percent slopes											
Orangeburg		_	_		0	0	None	Moderate	Moderate		

Map unit symbol and soil		Surface runoff	Most likely months		Water table			Ponding			Flooding	
name	group	runon	months	Upper limit Lower limit		Kind	Surface depth	Duration	Frequency	Duration	Frequency	
				Ft	Ft		Ft					
25—Lucy fine sand, 5 to 8 percent slopes												
Lucy	В	Low	Jan-Dec	_	_	_	_	_	None	_	None	
34—Orangeburg fine sandy loam, 5 to 8 percent slopes												
Orangeburg	С	Medium	Jan-Dec	_	_	_	_	_	None	_	None	



DATE 6/14/2021

SHALLOW FOUNDATION BEARING CAPACITY NORTH FLORIDA

B BASE WIDTH

CHECKED CD

D ASSUMED DEPTH OF FOUNDATION

 $N_{\gamma}, N_{q} \text{ and } N_{c} \quad \text{BEARING CAPACITY FACTORS}$

FS FACTOR OF SAFETY

TWO-STORY DESIGN: COLUMN FOOTINGS

MA IMUM DEPTH OF INFLUENCE 14 FEET (2B)

DL 54, LL 63

INNOVATION LABS

MEDIUM DENSE CLAYEY FINE SAND/ CLAYEY SAND (SC)

DESIGN BORING: IP-SPT-5

 $\boxed{ N_{\text{des}} \coloneqq 8 } \qquad \boxed{ \phi \coloneqq 30 \cdot \text{deg} } \qquad \gamma \coloneqq 115 \frac{\text{lb}}{\text{ff}^3} \qquad \mathsf{K}_{\text{a}} \coloneqq \frac{1 - \sin(\phi)}{1 + \sin(\phi)} \qquad \boxed{ \mathsf{K}_{\text{a}} = 0.33 } \qquad \mathsf{K}_{\text{p}} \coloneqq \frac{1 + \sin(\phi)}{1 - \sin(\phi)} \qquad \boxed{ \mathsf{K}_{\text{p}} = 3.00 }$

FS := 3.0
$$E_s := \frac{[500 \cdot (N_{des} + 15)]psf}{0.05}$$
 $E_s = 230000 \frac{lb}{ft^2}$

$$q_{ult} := c \cdot N_c + \gamma \cdot D \cdot N_q + \left(\frac{1}{2}\right) \cdot \gamma \cdot B \cdot N_{\gamma} \qquad \qquad q_{ult} = 13248 \frac{lb}{ft^2}$$

$$q_{\text{all}} \coloneqq \frac{q_{\text{ult}}}{\text{FS}} \qquad \qquad \boxed{q_{\text{all}} = 4416 \frac{lb}{ft^2}} \qquad \qquad \text{----TER AGHI BEARING CAPACITY}$$

Assuming 1.0-inch maximum settlement and 2500 psf maximum applied bearing pressure:

$$F_d := 1 + 0.33 \frac{D}{B}$$
 $F_d := if(F_d > 1.33, 1.33, F_d)$ $F_d = 1.09$

,where D $\,$ depth of foundation (assumed) and ${\rm F_d}$ $\,$ depth factor

$$q_{\text{net_all}} \coloneqq \frac{N_{\text{des}}}{4} \cdot \left[\frac{(\mathsf{B} + 1\mathsf{ft})}{\mathsf{B}} \right]^2 \cdot \mathsf{F_d} \cdot \frac{\mathsf{kip}}{\mathsf{ft}^2} \qquad \qquad \mathsf{q}_{\text{net_all}} = 2859 \frac{\mathsf{lb}}{\mathsf{ft}^2} \qquad \qquad \mathsf{-----MEYERHOF BEARING CAPACITY}$$

$$q_{rec} := 2500 \frac{lb}{ft^2}$$
 -----RECOMMENDED BEARING CAPACITY

$$k_s := 6 \cdot N_{des} \cdot \left(\frac{B + 1ft}{2B}\right)^2 tcf$$
 $k_s = 31347 \frac{lb}{ft^3}$ ----MODULUS OF SUBGRADE REACTION

ENVIRONMENTAL GEOTECHNICAL SPECIALISTS, INC. CLIENT ARCHITECTS LEWIS + WHITLOCK

PROJECT North Florida Innovation Labs

West Paul Dirac Drive

JOB NO. 375-01-21-01

CHECKED CD

DATE 6/14/2021

PAG NO. 2 of 12

COMPUTED FCS

DATE 5/10/2021

STRIP FOOTING SOIL PROPERTIES NORTH FLORIDA

TWO-STORY DESIGN

INNOVATION LABS

MA IMUM DEPTH OF INFLUENCE 14 FEET (2B)

DESIGN BORING: IP-SPT-5

FILL MATERIAL PROPERTIES (0.0 TO 8.0 FEET DEPTH):

MEDIUM DENSE SANDY MATERIAL
WITH FEWER THAN 20 PERCENT FINES

$$cor := 10$$
 $\phi := 30 \cdot deg$ $\gamma := 115 \frac{lb}{ft^3}$ $K_a := \frac{1 - \sin(\phi)}{1 + \sin(\phi)}$ $K_a := 0.33$ $K_p := \frac{1 + \sin(\phi)}{1 - \sin(\phi)}$

$$\mu := 0.25$$
 $c := 0 \frac{\text{lb}}{\text{ft}^2}$ $K_0 := 1 - \sin(\phi)$ $K_0 = 0.5$

$$tan\left[\left(\frac{2}{3}\right)\cdot\phi\right]=0.36$$
 -----COEFFICIENT OF SLIDING RESISTANCE

PROJECT North Florida Innovation Labs

West Paul Dirac Drive

JOB NO. 375-01-21-01

DATE 6/14/2021

CHECKED CD

PAG NO. 3 of 12 COMPUTED FCS

DATE 5/10/2021

FOUNDATION FOOTING SETTLEMENT (SCHMERTMANN METHOD)

NORTH FLORIDA INNOVATION LABS

B BASE WIDTH

D ASSUMED DEPTH OF FOUNDATION

FS FACTOR OF SAFETY

TWO-STORY DESIGN:
COLUMN FOUNDATION PLACED IN NATURAL GRADE

DESIGN BORING: IP-SPT-5 MEDIUM DENSE SILTY FINE SAND (SM)

LAYER 1 (DEPTH BELOW FOOTING: 0.0 - 2.0 FEET)

$$\boxed{ \begin{aligned} & N_{\text{COT}} \coloneqq 8 \end{aligned} } \quad \phi \coloneqq 30 \cdot \text{deg} \qquad \gamma_1 \coloneqq 115 \frac{\text{lb}}{\text{ft}^3} \qquad \gamma_{\text{fill}} \coloneqq 115 \frac{\text{lb}}{\text{ft}^3} \qquad \mu \coloneqq 0.25 \qquad \quad D \coloneqq 2\text{ft} \quad \quad B \coloneqq 7\text{ft} \quad \quad L \coloneqq 7\text{ft} \end{aligned}$$

$$\Delta z_1 := 2.0 \text{ft}$$
 $E_{s1} := 2.5 \cdot (2.0 \cdot N_{cor}) \cdot \text{tsf}$ $E_{s1} = 80000 \frac{\text{lb}}{\text{ft}^2}$ $P := 54 \text{kip}$

$$\sigma := D \cdot \gamma_1 \qquad \sigma = 230 \frac{lb}{ft^2} \qquad \qquad \sigma_{fill} := 0 ft \cdot \gamma_{fill} \qquad \qquad \sigma_{fill} = 0 \frac{lb}{ft^2} \qquad \qquad q := \frac{P}{B \cdot L} + \sigma_{fill} \qquad \qquad q = 1102.04 \frac{lb}{ft^2}$$

I_{Z1} := 0.276 ----INTERPOLATED USING SCHMERTMANN
METHOD (DEPTH OF INFLUENCE: 14 FEET)

$$U_1 := \frac{I_{z1}}{E_{s1}} \Delta z_1$$
 $U_1 = 6.9 \times 10^{-6} \frac{ft^3}{lb}$

PROJECT North Florida Innovation Labs

West Paul Dirac Drive

JOB NO. 375-01-21-01

CHECKED CD

DATE 6/14/2021

PAG NO. 4 of 12

COMPUTED FCS

DATE 5/12/2021

FOUNDATION FOOTING SETTLEMENT (SCHMERTMANN METHOD)

NORTH FLORIDA INNOVATION LABS

B BASE WIDTH

D ASSUMED DEPTH OF FOUNDATION

FS FACTOR OF SAFETY

TWO-STORY DESIGN:

COLUMN FOUNDATION PLACED IN NATURAL GRADE

DESIGN BORING: IP-SPT-5

LOOSE CLAYEY FINE SAND (SC)

LAYER 2 (DEPTH BELOW FOOTING: 2.0 - 5.0 FEET)

$$N_{cor} := 6$$

$$\gamma_2 := 48 \frac{\text{lb}}{\text{ft}^3}$$

$$\phi \coloneqq 29 \cdot \text{deg} \qquad \gamma_2 \coloneqq 48 \frac{\text{lb}}{\text{ft}^3} \qquad \gamma_{\text{fill}} \coloneqq 115 \frac{\text{lb}}{\text{ft}^3} \qquad \mu \coloneqq 0.20 \qquad D \coloneqq 2\text{ft} \qquad B \coloneqq 7\text{ft} \qquad L \coloneqq 7\text{ft}$$

$$\mu := 0.20$$

$$\Delta z_2 := 3.0 \text{ft}$$

$$E_{s2} := 2.5 \cdot (2.0 \cdot N_{cor}) \cdot ts$$

$$\Delta z_2 := 3.0 \text{ft}$$
 $E_{s2} := 2.5 \cdot (2.0 \cdot N_{cor}) \cdot \text{tsf}$ $E_{s2} = 60000 \frac{\text{lb}}{\text{ft}^2}$ $P := 54 \text{kip}$

$$\sigma := D{\cdot}\gamma_1$$

$$\sigma = 230 \frac{lb}{ft^2}$$

$$\sigma_{\text{fill}} \coloneqq 0 \text{ft} \cdot \gamma_{\text{fi}}$$

$$\sigma_{\text{fill}} = 0 \frac{\text{lb}}{\text{ft}^2}$$

$$q := \frac{P}{B \cdot I} + \sigma_{fil}$$

$$\sigma := D \cdot \gamma_1 \qquad \sigma = 230 \frac{lb}{f_1^2} \qquad \qquad \sigma_{\text{fill}} := 0 \text{ft} \cdot \gamma_{\text{fill}} \qquad \qquad \sigma_{\text{fill}} = 0 \frac{lb}{f_1^2} \qquad \qquad q := \frac{P}{B \cdot L} + \sigma_{\text{fill}} \qquad \qquad q = 1102.04 \frac{lb}{f_2^2}$$

$$I_{z2a} := 0.585$$

----INTERPOLATED USING SCHMERTMANN **METHOD (DEPTH OF INFLUENCE: 14 FEET)**

$$I_{z2b} := 0.658$$

$$I_{z2} := \frac{\left[\left(1.5 \cdot I_{z2a} \right) + \left(1.5 \cdot I_{z2b} \right) \right]}{3}$$

$$U_2 := \frac{I_{z2}}{E_{s2}} \Delta z_2$$

$$U_2 := \frac{I_{Z2}}{E_{S2}} \Delta Z_2$$
 $U_2 = 31.08 \times 10^{-6} \frac{\text{ft}^3}{\text{lb}}$

PROJECT North Florida Innovation Labs

West Paul Dirac Drive

JOB NO. 375-01-21-01

CHECKED CD

DATE 6/14/2021

PAG NO. 5 of 12

COMPUTED FCS

DATE 5/12/2021

FOUNDATION FOOTING SETTLEMENT (SCHMERTMANN METHOD)

NORTH FLORIDA INNOVATION LABS

B BASE WIDTH

D ASSUMED DEPTH OF FOUNDATION

FS FACTOR OF SAFETY

TWO-STORY DESIGN:
COLUMN FOUNDATION PLACED IN NATURAL GRADE

DESIGN BORING: IP-SPT-5 MEDIUM DE

MEDIUM DENSE CLAYEY FINE SAND (SC)

LAYER 3 (DEPTH BELOW FOOTING: 5.0 - 8.5 FEET)

$$\boxed{ \textbf{N}_{\textbf{cor}} := 10 } \quad \phi := 30 \cdot \text{deg} \qquad \gamma_{\textbf{3}} := 53 \frac{\text{lb}}{\text{ft}^3} \qquad \gamma_{\textbf{fill}} := 115 \frac{\text{lb}}{\text{ft}^3} \qquad \mu := 0.25 \qquad \quad \textbf{D} := 2 \text{ft} \quad \quad \textbf{B} := 7 \text{ft} \quad \quad \textbf{L} := 7 \text{ft}$$

$$\Delta z_3 := 3.5 \text{ft} \qquad E_{s3} := 2.5 \cdot \left(2.0 \cdot N_{cor}\right) \cdot \text{tsf} \qquad \boxed{E_{s3} = 100000 \frac{\text{lb}}{\text{ft}^2}} \qquad P := 54 \text{kip} \quad \text{(DEAD LOAD)}$$

$$\sigma := D \cdot \gamma_1 \qquad \sigma = 230 \frac{lb}{ft^2} \qquad \qquad \sigma_{fill} := 0 ft \cdot \gamma_{fill} \qquad \qquad \sigma_{fill} = 0 \frac{lb}{ft^2} \qquad \qquad q := \frac{P}{B \cdot L} + \sigma_{fill} \qquad \qquad q = 1102.04 \frac{lb}{ft^2}$$

I₂₃ := 0.489 ----INTERPOLATED USING SCHMERTMANN
METHOD (DEPTH OF INFLUENCE: 14 FEET)

$$U_3 := \frac{I_{z3}}{E_{s3}} \Delta z_3$$
 $U_3 = 17.11 \times 10^{-6} \frac{ft^3}{lb}$

DATE 6/14/2021 DATE 5/12/2021

FOUNDATION FOOTING SETTLEMENT (SCHMERTMANN METHOD)

NORTH FLORIDA INNOVATION LABS

B BASE WIDTH

D ASSUMED DEPTH OF FOUNDATION

FS FACTOR OF SAFETY

TWO-STORY DESIGN:
COLUMN FOUNDATION PLACED IN NATURAL GRADE

DESIGN BORING: IP-SPT-5 MEDIUM DENSE PLASTIC CLAYEY SAND (SC)

LAYER 4 (DEPTH BELOW FOOTING: 8.5 - 14.0 FEET)

$$\boxed{ \begin{aligned} & N_{\text{cor}} := 16 \end{aligned}} \quad \phi := 30 \cdot \text{deg} \qquad \gamma_{\text{4}} := 53 \frac{\text{lb}}{\text{ft}^3} \qquad \gamma_{\text{fill}} := 115 \frac{\text{lb}}{\text{ft}^3} \qquad \mu := 0.25 \qquad D := 2\text{ft} \qquad B := 7\text{ft} \qquad L := 7\text{ft} \end{aligned}}$$

$$\Delta z_4 := 5.5 \text{ft}$$
 $E_{s4} := 2.5 \cdot (2.0 \cdot N_{cor}) \cdot \text{tsf}$ $E_{s4} = 160000 \frac{\text{lb}}{\text{ft}^2}$ $P := 54 \text{kip}$ (DEAD LOAD)

$$\sigma \coloneqq D \cdot \gamma_1 \qquad \sigma = 230 \frac{lb}{ft^2} \qquad \qquad \sigma_{fill} \coloneqq 0 ft \cdot \gamma_{fill} \qquad \qquad \sigma_{fill} = 0 \frac{lb}{ft^2} \qquad \qquad q \coloneqq \frac{P}{B \cdot L} + \sigma_{fill} \qquad \qquad q = 1102.04 \frac{lb}{ft^2}$$

I_{Z4} := 0.180 ----INTERPOLATED USING SCHMERTMANN METHOD (DEPTH OF INFLUENCE: 14 FEET)

$$U_4 := \frac{I_{z4}}{E_{s4}} \Delta z_4$$
 $U_4 = 6.19 \times 10^{-6} \frac{ft^3}{lb}$

$$\Sigma U_z := U_1 + U_2 + U_3 + U_4$$
 $\Sigma U_z = 6.13 \times 10^{-5} \frac{\text{ft}^3}{\text{lb}}$

$$C_1 := 1 - 0.5 \cdot \left(\frac{\sigma}{\mathsf{q} - \sigma}\right) \qquad \qquad C_1 = 0.87 \qquad \qquad \mathsf{t} := 1$$

$$C_2 := 1 + 0.2 \cdot \log\left(\frac{t}{0.1}\right)$$
 $C_2 = 1.2$

$$S_e := C_1 \cdot C_2 \cdot (q - \sigma) \cdot \Sigma U_Z$$

$$S_e = 0.67 \text{ in}$$
 FOOTING
$$\frac{3}{4} \text{INCH +/-}$$

FoSSA -- Foundation Stress & Settlement Analysis

NORTH FLORIDA INNOVATION LABS

Present Date/Time: Wed May 05 15:04:04 2021 $\label{lem:computations} J: \\ \\ \mbox{-....abs} \\ \mbox{(02) - ERI Survey} \\ \mbox{Report} \\ \mbox{-.pendices} \\ \mbox{-.pendices} \\ \mbox{-.sample Computations} \\ \mbox{-.lempth} \\ \mbox{-.$

NORTH FLORIDA INNOVATION LABS

Report created by FoSSA(2.0): Copyright (c) 2003-2012, ADAMA Engineering, Inc.

PROJECT IDENTIFICATION

Title: NORTH FLORIDA INNOVATION LABS

Project Number: 375-01-21-01 -

Client: ARCHITECTS LEWIS + WHITLOCK

Designer: FREEMAN SANDERS, E.I.

Station Number:

Description:

Company's information:

Name: ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

104 NORTH MAGNOLIA DRIVE Street:

TALLAHASSEE, FL 32301

Telephone #:

(850) 386-1253 Fax #:

E-Mail:

Original file path and name: J:\EGS Pro Apx F - Sample Computations\FoSSA - INNOVATION.2ST

Original date and time of creating this file: Wed May 05 14:47:34 2021

GEOMETRY: Analysis of a 2D geometry

NORTH FLORIDA INNOVATION LABS

J:\....abs\(02) - ERI Survey\Report\Appendices\Apx F - Sample Computations\FoSSA - INNOVATION.2ST

Version 2.0 FoSSA Ver

8 of 12

INPUT DATA -- FOUNDATION LAYERS -- 3 layers

	Wet Unit Weight, γ [lb/ft³]	Poisson's Ratio μ	Description of Soil
1	115.00	0.25	MEDIUM DENSE CLAYEY FINE SAND/CLAYEY SAND (SC)
2	115.00	0.25	MEDIUM DENSE PLASTIC CLAYEY SAND (SC)
3	115.00	0.25	MEDIUM DENSE PLASTIC CLAYEY SAND (SC)

INPUT DATA -- EMBANKMENT LAYERS -- 1 layers

Wet Unit	Description
Weight, γ [lb/ft ³]	of Soil
115.00	

INPUT DATA OF WATER

1

Point	Coordinates (X, Z)						
#	(X)	(Z)					
	[ft.]	[ft.]					
1	-50.00	43.40					
2	0.00	47.20					
3	110.00	55.50					
4	160.00	59.30					

FoSSA -- Foundation Stress & Settlement Analysis
Present Date/Time: Wed May 05 15:04:04 2021

10 FinSSA Version 20 FinSS

NORTH FLORIDA INNOVATION LABS

J:\.....abs\((02) - ERI Survey\Report\Appendices\Apx F - Sample Computations\FoSSA - INNOVATION.2ST

Version 20 FieSSA Versio

DRAWING OF SPECIFIED GEOMETRY

9 of 12

NORTH FLORIDA INNOVATION LABS

J:\......abs\((02) - ERI Survey\Report\Appendices\Apx F - Sample Computations\FoSSA - INNOVATION.2ST

Version 2.0 FiSSA Versi

10 of 12

IMMEDIATE SETTLEMENT, Si

Node #	Settlement ale	ong section:	Layer	Young's Modulus,	Poisson's Ratio,	Settlement of each	Initial Z	Final Z *	Total Settlement Sum of Si(k),
	[ft.]	[ft.]	(k)	E [lb/ft ²]	μ	layer, Si(k) [ft.]	[ft.]	[ft.]	[ft.]
1	0.00	0.00	1	250000	0.2500	0.0133	66.20	66.16	0.04
			2 3	310000	0.2500	0.0097			
			3	310000	0.2500	0.0178			
2	13.33	0.00	1	250000	0.2500	0.0249	67.21	67.14	0.07
			2	310000	0.2500	0.0169		May cattl	ement = 0.84 inches
			3	310000	0.2500	0.0284		Max Setti	ement – 0.64 menes
3	26.67	0.00	1	250000	0.2500	0.0210	68.21	68.14	0.07
			2	310000	0.2500	0.0161			
			3	310000	0.2500	0.0317			
4	40.00	0.00	1	250000	0.2500	0.0172	69.22	69.16	0.06
			2 3	310000	0.2500	0.0134			
			3	310000	0.2500	0.0299			
5	53.33	0.00	1	250000	0.2500	0.0137	70.22	70.17	0.05
			2	310000	0.2500	0.0106			
			3	310000	0.2500	0.0257			
6	66.67	0.00	1	250000	0.2500	0.0104	71.23	71.19	0.04
			2	310000	0.2500	0.0079			
			3	310000	0.2500	0.0204			
7	80.00	0.00	1	250000	0.2500	0.0072	72.24	72.21	0.03
			2	310000	0.2500	0.0052			
			3	310000	0.2500	0.0145			
8	93.33	0.00	1	250000	0.2500	0.0040	73.24	73.23	0.02
			2	310000	0.2500	0.0027			
			3	310000	0.2500	0.0084			
9	106.67	0.00	1	250000	0.2500	0.0007	74.25	74.24	0.00
-	,		2	310000	0.2500	0.0003			
			3	310000	0.2500	0.0030			
10	120.00	0.00	1	250000	0.2500	-0.0000	75.26	75.26	-0.00
	120.00		2	310000	0.2500	-0.0003		. 3.20	~~~
			3	310000	0.2500	0.0000			

^{*}Note: Final Z is calculated assuming only 'Immediate Settlement' exists.

NORTH FLORIDA INNOVATION LABS

J:\......abs\((02) - ERI Survey\Report\Appendices\Apx F - Sample Computations\FoSSA - INNOVATION.2ST

Version 2.0 FiSSA Versi

11 of 12

TABULATED GEOMETRY: INPUT OF FOUNDATION SOILS

Found.	Point	Coordinates	s(X,Z):	
Soil	#	(X)	(Z)	DESCRIPTION
#		[ft.]	[ft.]	
1	1	-50.00	62.40	MEDIUM DENSE CLAYEY FINE SAND/CLAYEY SAND (SC)
	2	0.00	66.20	
	3	55.00	70.35	
	4	110.00	74.50	
	5	160.00	78.30	
2	1	-50.00	52.40	MEDIUM DENSE PLASTIC CLAYEY SAND (SC)
	2	0.00	56.20	
	3	110.00	64.50	
	4	160.00	68.30	
3	1	-50.00	43.40	MEDIUM DENSE PLASTIC CLAYEY SAND (SC)
	2	0.00	47.20	
	3	110.00	55.50	
	4	160.00	59.30	

FoSSA -- Foundation Stress & Settlement Analysis
Present Date/Time: Wed May 05 15:04:04 2021

GRIND LD RISKA Version 2 D RISKA VERSION 2 D

NORTH FLORIDA INNOVATION LABS

J:\....abs\(02) - ERI Survey\Report\Appendices\Apx F - Sample Computations\FoSSA - INNOVATION.2ST

Version 2.0 FoSSA Ver

12 of 12

TABULATED GEOMETRY: INPUT OF EMBANKMENT SOILS

Embank.		Point	Coordinat	es (X, Z) :	
Soi	1	#	(X)	(Z)	DESCRIPTION
#			[ft.]	[ft.]	
1	X1 = 0.00 [ft]	1	0.00	74.50	
	X2 = 120.00 [ft]	2.	120.00	74 50	