



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

February 10, 2010

RE: Dr. B. L. Perry Branch Library Expansion
Bid No: BC-02-24-10-18
Opening Date: Wednesday, February 24, 2010 at 2:00 PM

ADDENDUM # 3

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project.

1. Attached for your information are the following items:
 - a. Questions and answers from the Pre-bid meeting of February 4, 2010.
 - b. Copy of original Twenty Year Roof Warranty from Englert, Inc. for the branch library.
 - c. Soil Report from Alpha Geotechnical and Testing Services, Inc. dated October 16, 2009.
2. The Instructions to Bidders are amended under "Purpose", page 3 of the ITB by replacing the third paragraph in its entirety with the following:

All work is to be in accordance with the Contract Documents. Contract Documents shall consist of the documents listed in the Supplement to the Agreement for General Contractor Services included in the Architect's technical specifications.

The "Supplement to the Agreement for General Contractor Services" and the "General Conditions of the Contract for Construction, American Institute of Architects, Document A201-2007 are attached and hereby made a part of the bid documents.

3. The "Permit" section on page 17 of the ITB is replaced with the following:

The County shall pay for all necessary permits as required by law.

Dr. B. L. Perry Branch Library Expansion
Bid No: BC-02-24-10-18
Addendum #3
Page 2

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Roberts". The signature is fluid and cursive, with the first name "Keith" and last name "Roberts" clearly distinguishable.

Keith M. Roberts
Purchasing Director

KMR

RESPONSES TO QUESTIONS FROM PRE-BID MEETING

1. What is the purpose of the designated “excavated material disposal area” shown on Sheet C2.0 in the SE corner of the property, and will the material placed there have to be removed? If the contractor does not haul off material as he excavates he is to temporarily stockpile it on site in one location with a silt fence around it. Excess material will ultimately have to be removed from the site by contractor. The purpose is to not have multiple piles of excavated material on the site that can wash into the storm drain system.
2. Is there an existing roof warranty that might be affected by the new tie-in? There is an existing Twenty-Year Weathertightness Warranty from the manufacturer—Englert. This warranty was executed in March 2001 and is still in effect. (See attached copy of warranty.) The roof systems specified in the new project are by the same manufacturer, and they are aware of the project and the design. Contractors are advised to contact the manufacturer about this tie-in prior to bidding. The manufacturer’s representative who is familiar with the project is Bill Dooley, (407) 925-5727.
3. Was a soils investigation done for the project? A subsurface soil exploration was done for the project in the area of the new construction. This report by Alpha Geotechnical and Testing Services is dated October 16,2009 and is attached. (See attachment)
4. There is a note on Sheet C2.0 regarding procedures to follow if a sinkhole is encountered. Is that intended as a “flag” that sinkholes are expected on this site? No, the note is a standard note that defines the procedure to follow if a sinkhole is encountered. It is not specific to this project.



ENGLERT, INC.
MAIN MANUFACTURING / HOME OFFICE
P.O. Box 149
1200 Amboy Avenue
Perth Amboy, New Jersey 08862
Phone: (732) 826-8614
Fax: (732) 826-8865
www.englertinc.com

TWENTY-YEAR LIMITED WEATHERTIGHTNESS WARRANTY SERIES 2000, 1-3/4" SNAP LOCK ROOFING SYSTEM

MANUFACTURER: ENGLERT, INC.
 Address: 1200 Amboy Avenue
 Perth Amboy, New Jersey 08861
 Telephone: (732) 826-8614

INSTALLATION CONTRACTOR: WENCO
 Address: 3654 West Orange Avenue
 Tallahassee, Florida 32310
 Telephone: (850) 575-1168

OWNER: Board Of leon County Commissioners
 Building Location: B.L. Perry Library
South Adams Street, Tall., FL 32301

ARCHITECT: JRA ARCHITECTS INC.
 Address: 2551 Blairstone Pines Drive
 Tallahassee, Florida 32301
 Telephone: (850) 878-7891

GENERAL CONTRACTOR: BEAR CONSTRUCTION COMPANY
 Address: PO Box 694
 Tallahassee, Florida 32302
 Telephone: (850) 562-1688

PROJECT NAME: DR. B.L. PERRY JR. BRANCH LIBRARY
 Address: 2804 South Adams Street
 Tallahassee, Florida 32310

Area of Metal Roof: 11,700 Square Feet

Type of Product Approved and Applied: Series 2000, 1-3/4" Snap Lock Roofing System

WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP

Englert, Inc., a New Jersey Cooperation (hereinafter "Englert"), and the Installation Contractor identified above, hereby warrant to the Owner listed above that for a period of twenty (20) years from the date of substantial completion of the Series 2000 Roofing System (the "Roofing System"), applied to the above described Building, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, they shall be responsible for completing such repairs to the Roofing System as are necessary to return it to watertight condition. Notwithstanding anything contained herein to the contrary, during the first five years of this Warranty, Englert shall only be responsible for water leaks caused by defects in material. The Installation Contractor shall be solely responsible for any and all cost to correct any roof water leak caused by defective workmanship or installation for the first five years after substantial completion. For the remaining fifteen years of this warranty, Englert will correct water leaks caused by defective material and will be jointly responsible with the Installation Contractor to correct leaks caused by defective workmanship.

EXCLUSIONS

This Limited Warranty shall apply only to Roofing Systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused, in whole or in part, by any one of the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.
2. Heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper plant or the like.
3. Any corrosive substance or condensate of any harmful substance contained, generated or released from inside the building; or condensation from the underside of the roof.
4. Worker traffic on the roof, other than traffic during the course of installation.
5. Hail, fire, lightning, wind damage, from wind pressures higher than the building was designed to accommodate, hurricane, tornado, earthquake, or any acts of God.
6. Alterations, such as, but not limited to, structures, fixtures, or utilities being place upon or attached to the roof without prior written authorization from Englert or repairs performed or materials furnished by entities other than Englert or the Installation Contractor.
7. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof, such as cleaning the gutters, valleys, etc. so as to allow water to run off uninterruptedly.
8. Faulty building design or construction.
9. Birds, vermin, rodents, insects, or other animal or pests.
10. Settlement, failure or cracking of the roof deck, walls, or foundation of the building, or defects or failures of coping gravelstop due to cracking of walls or any part of the building structure.
11. Englert shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor failed to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashings provided by Englert or approved by Englert, nor shall Englert have any liability or responsibility in connection with this Warranty if the Installation Contractor failed to follow Englert's standard recommended installation instructions for the layout, design and erection of the Roofing System, or if the Roofing System is constructed in such a manner as not to permit drainage of water from all surfaces and permit standing or ponding water.
12. Any other cause beyond the control of Englert and the Installation Contractor.

THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED IN THIS WARRANTY. ENGLERT AND THE INSTALLATION CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, TORT OR OTHER THEORY OR CAUSE OR ACTIONS, NOR SHALL THEY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OCCUPANTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted, in writing, to Englert within the Warranty period and within thirty (30) days of the discovery of any leak in the Roofing System. Failure of the Owner to do so shall relieve Englert and the Installation Contractor of any and all responsibility and/or liability under the terms hereof. If, after inspection by Englert, it is determined that the leak is caused by defects in the Roofing System's material or workmanship in accordance with this Warranty, the Roofing System shall be repaired in accordance with this Warranty, the Roofing System shall be repaired in accordance herewith. Such work shall be completed within a reasonable period of time after notice to Englert of the weathertightness or watertightness failure. The Owner's exclusive remedy and Englert's and the Installation Contractor's liability shall be limited to repair of the Roofing System and their liability for the cost of said repairs shall not exceed the dollar amount paid by the Owner for the Roofing System, including the cost of installation. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requests, to Englert and the Installation Contractor to the following addresses:

Warranty Department ENGLERT, INC.
1200 Amboy Avenue
Perth Amboy, New Jersey 08862

WENCO
3654 West Orange Avenue
Tallahassee, Florida 32310

During the term of this Warranty, Englert and the Installation Contractor, their sales representatives, and employees, shall have free access to the roofing during regular business hours upon reasonable notice to the Building Owner.

This document constitutes the entire Warranty made by Englert and the Installation Contractor. No modification or amendment of this Warranty shall be binding on Englert or the Installation Contractor unless made in writing and signed by their authorized representatives. The terms, conditions, and provision contained in this Warranty may be waived only in writing signed by Englert. No oral statements, course of conduct or course of dealing shall be deemed or constitute a waiver.

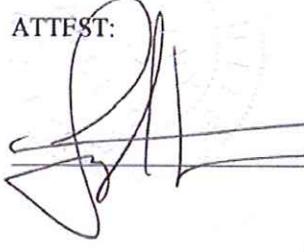
The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

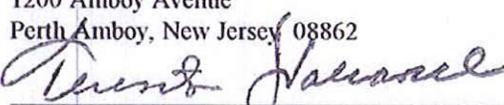
This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

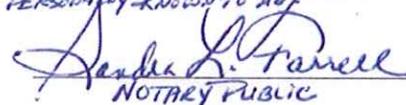
This Warranty is tendered for the sole benefit of the Owner as named above and is not transferable or assignable.

Neither Englert nor the Installation Contractor, shall have any obligation under this Warranty unless all invoices for materials and installation have been paid in full by or on behalf of the Building Owner.

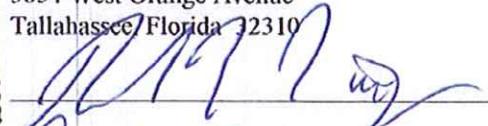
EXECUTED AS OF THIS 22ND DAY OF March 2001

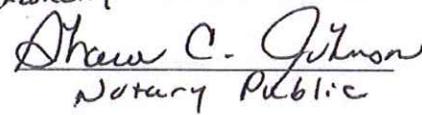
ATTEST: 
MANUFACTURER:
JOAN R. ILLES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 10, 2002

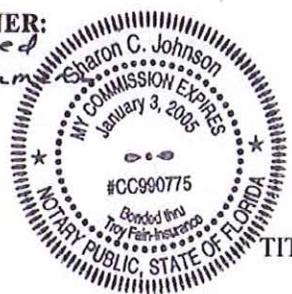
ENGLERT, INC.
1200 Amboy Avenue
Perth Amboy, New Jersey 08862
BY: 
TITLE: V. Finance

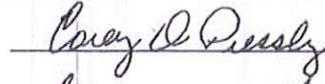
ATTEST:
4/5/01 - Ralph B. Davis, Jr. appeared before me & executed this instrument personally known to me.

NOTARY PUBLIC

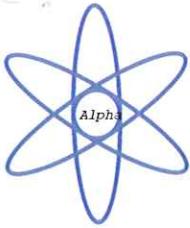


INSTALLATION CONTRACTOR: WENCO
3654 West Orange Avenue
Tallahassee, Florida 32310
BY: 
TITLE: GENERAL MANAGER

ATTEST:
4/5/01 - Corey D. Presolgy, appeared before me & executed this instrument personally known to me.

Notary Public



OWNER:
BY: 
TITLE: CONSTRUCTION MANAGER



**Alpha Geotechnical
and Testing Services, Inc.**
Certificate of Authorization No. 00007967

Foundation Evaluations
Environmental Studies
Construction Materials Testing

October 16, 2009
File No. 09-2087

Mr. Rick Barnett
Barnett Fronczak Barlowe Architects
225 South Adams Street
Tallahassee, FL 32308

Subject: Subsurface Exploration with Foundation and Pavement Evaluation for ***BL Perry Branch Library Addition***,
2817 South Adams Street, Tallahassee, Florida

Dear Mr. Barnett:

As authorized by you on October 7, 2009, Alpha Geotechnical and Testing Services, Inc. has completed a subsurface soil exploration for the subject project. The purposes of this exploration were to evaluate subsurface conditions encountered in our test borings within a planned 3,000 square feet addition at the rear of the existing branch library and proposed pavement areas north of the structure, and to provide you with recommendations for site soil preparation and foundation design for the building, and pavement design criteria.

As a summary of our findings and recommendations, the near surface site soils found in our borings done in the planned building addition footprint generally consist of clayey sands in a loose condition in the upper 3', typically becoming medium dense thereafter until terminated at 20' deep. The borings in the pavement expansion areas however encountered some remnant fill soils underlain by silty and clayey sands in a very loose to loose condition throughout most of the 6' drill depth.

Owing to the uncertain condition of the soils in the pavement expansion areas, we recommend that these pavement areas should be undercut 24" below bottom of base layer and back-filled with well compacted sandy soils as discussed later in this report. Because the building addition footprint may similarly contain fill soils not discovered in our borings, it will be very important to proof-compact the cleared and cut surface with a heavily loaded dump truck or similar pneumatic tire vehicle to help detect possible "weak" zones. We do not recommend intensive vibratory compaction with heavy self-propelled compactors in the vicinity of the existing building. By following the site preparation recommendations presented later in this report, a safe allowable bearing capacity of 2,500 psf should be realized. Since the finished floor level of the addition area will be below surrounding ground in some areas, a perimeter sub-drain or surface drainage swale should be constructed to help assure that water does not seep into the building.

The recommendations submitted in this report are based upon the data obtained from the soil borings presented on Figure 1 and the structure loading conditions outlined. This report does not reflect any variations that may occur between or away from the borings. Possible variations may not become evident until during the course of construction or during additional investigation. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report after performing a site visit. If modifications in the design or location of the facility are made, we should be notified to review the applicability of the conclusions and recommendations in this report. **Finally, we recommend a review of final design drawings and specifications by our office, to determine if recommendations made herein have been properly interpreted and implemented.** This exploration only deals with the near surface soil deposits. It is not intended to include analysis of deeper soil or rock strata where cavities and caverns may exist. Sinkholes do occur in Leon County; however, this report does not address the possibility of sinkhole occurrence at the site. This report documents our findings and recommendations and was prepared exclusively for use by our Client and their Consultants only for this project.

Alpha Geotechnical and Testing Services, Inc.

Stephen P. Shanley
10/16/09

Stephen P. Shanley, PE
FL #40653

1.0 PROJECT DESCRIPTION

In a 10/2/09 e-mail requesting our services, your Ms. Kathryn Stivers also provided us a copy of the *Geometry/Site Plan* prepared 10/2/09 by Spectra Engineering & Research, Inc. showing the building addition and the location of the planned parking lot expansions. From the drawings supplied, the single-story, 4,000 square feet addition will extend off the rear of the existing library approximately 23'. The proposed parking expansions will be north of the building. The site plan identifies the locations of two soil test borings to be performed in the building footprint and two in the parking areas.

We anticipate that the building will be a single-story, slab on grade, steel structure with metal stud infill and brick veneer. We expect maximum wall footing loads should not exceed 3,000 pounds per lineal foot and column loads, if any, should be no more than 50,000 pounds each. The finished floor elevation is shown to match the existing (el. +65.47'). The recommendations contained in this report will not necessarily apply if loading conditions are in excess of this estimate, so please advise if needed.

2.0 FIELD EXPLORATION

To evaluate subsurface conditions as they relate to the proposed construction, we performed two borings in the building footprint and two bores in proposed pavement expansion areas. The borings were conducted with our mobile drill rig using solid augers. The building borings penetrated 20' deep and the parking lot bores were advanced to 6' deep each. To evaluate the consistency (relative hardness) of the soils within these borings, we measured blow counts (N-values) by driving a split-spoon sampler with a 140-pound sliding hammer by the Standard Penetration Test (SPT) method (ASTM D 1586). After checking water table levels over 24 hours later, the open bore holes were grouted back with a cement slurry.

The locations of the borings are shown on the attached Figure 1. The locations were determined by taped measurement from existing site features. Therefore, locations should be considered accurate to the degree of the method of measurement used.

3.0 SUBSURFACE CONDITIONS

3.1 General

Subsurface conditions encountered during our field exploration are shown on the soil boring profiles presented on Figure 1. The stratification lines represent the approximate boundaries between the soil layers, but subtle changes in the soil matrix may make these changes more gradual than the boundary lines tend to illustrate.

The soil descriptions shown adjacent to the boring profiles on Figure 1 are based on a visual/manual classification procedure in accordance with the methodology presented in ASTM D 2488. We supplemented these with a few laboratory classification tests to confirm our classifications in accordance with the Unified Soil Classification System (ASTM D 2487).

3.2 Soil Conditions

Subsurface conditions within the building addition footprint are fairly consistent among the two borings conducted at the northeast and southeast corners of the addition (B-1 and B-2 on Figure 1). Beneath a brown silty sand topsoil layer, both borings encountered orange clayey sand until about 6 ½' below the surface. From the SPT "N-values", these soils are generally loose in the upper 3' and become medium dense thereafter. Next, the two building borings advanced into medium dense yellowish orange clayey sand or orange slightly clayey sand and these strata transitioned to marbled variations of orange, tan, and white clayey sands until 17' deep. Finally, these borings penetrated yellowish orange or yellowish tan with white lenses clayey sand or silty sand until termination at 20' deep.

Variable subsurface conditions were found in the two borings in the parking lot expansion area (B-3 and B-4). Specifically, within the upper 1 ½', apparent manmade fill consisting of brownish orange silty sand or orange and tan clayey sands were found beneath a brown silty sand topsoil layer. Other brown, tan and black silty sand layers were then encountered until about 3 ½' deep, and these strata may likewise be fill soils (the black silty sand at B-4 contained about 5% organic matter). These two borings then advanced into probable naturally occurring orange and tan clayey sands and silty sands until termination at 6' in B-4 and until 5' deep in B-3. Boring B-3 found the gray and orange clayey sand from 5' to 6' deep to contain some lenses of fat clay (locally referred to as "pipe clay"). The SPT "N-values" indicate these soils to be predominately in a loose to very loose condition.

The reader should examine the individual boring profiles on Figure 1 for a more detailed description of the subsurface conditions at the locations drilled.

3.3 Groundwater Conditions

Three days after drilling, a groundwater table was detected in the deeper reaches of borings B-1 and B-2 at 17.7' and 17.0', respectively. Prior to drilling, this portion of the Florida panhandle had experienced somewhat "below normal" rainfall, so we would expect the seasonal high groundwater table to be as much as 2' to 3' higher. Also, the soils in the upper 3' in boring B-1 were quite moist (but not saturated), so it is possible that water could perch atop these very clayey, less permeable strata during extended, very wet periods. Also, because some of the surrounding ground is higher in the vicinity of the addition, it is possible that water could seep out of the hillside and intrude on the new foundation and slab of the structure.

4.0 LABORATORY TESTING PROGRAM

Laboratory testing was performed on selected samples to aid in soil classification and to further define the engineering properties of the soils. The laboratory tests included Natural Moisture Content (ASTM D 2216), Percent Finer than the U.S. No. 200 Sieve (ASTM D 1140, to assess percent silt and clay), Atterberg Limits tests (ASTM D 4318, to evaluate plasticity characteristics) and Organic Content tests (ASTM D 2974). The test results are presented on Figure 1 adjacent to the soil boring profiles, at the depth from which the samples were recovered.

5.0 ENGINEERING EVALUATION AND RECOMMENDATIONS

5.1 General

In view of our findings, subsurface soil conditions appear adequate to satisfactorily support the planned library addition building. However, since the soils in the addition footprint were likely disturbed during the original construction and there are likely underground utilities passing through the footprint, some "soft, weak" soils may be present that were not detected in our borings. Therefore, it will be important to proof-compact the soils in this area to improve bearing capacity, reduce anticipated settlements, and to help detect any soft, weak areas not discovered in the borings. Detailed discussion in this regard is included in the following section 5.2.

Further, because of the presence some very moist soils in the footprint and the surrounding topography is higher in some areas, a perimeter sub-drain system should be installed at least 2' below top of slab grade to intercept excess water to keep it from intruding into the building. Such a sub-drain should consist of 4" diameter corrugated pipe embedded in a gravel filled trench which is enveloped with filter fabric. Alternatively, a perimeter drainage swale could be dug so long as it is constructed with positive drainage away from the structure.

Finally, given that both borings conducted in the parking expansion areas found very loose to loose, variable manmade fill, we recommend that these areas should be undercut to 24" below planned bottom of base course and then back-filled in accordance with the recommendations in sections 5.2 and 5.4.

5.2 Site Preparation

The following are our recommendations for site soil preparation and foundation design for a shallow foundation system. These recommendations should be **incorporated into the project specifications**.

1. The entire structure area "footprint" and planned pavement areas, plus a minimum margin of five feet laterally, should be stripped and grubbed of all surface vegetation, debris and other deleterious material, as encountered. **Any existing subsurface utilities, septic tanks or other buried structures or landfill materials should be excavated and back-filled with well compacted soils as described below.** During the clearing and grubbing operation, roots with a diameter greater than one-inch or small roots in high density should be completely removed. These materials should be disposed in areas designated by the Owner.
2. The cleared and/or cut surface in building construction areas must be proof-rolled using a heavily loaded dump truck or other heavy pneumatic tire roller-compactor (intensive vibratory compaction is not recommended adjacent to the existing building). Adjust the moisture content of the soil, as necessary, to aid compaction. The objective is to achieve a minimum 95% percent Modified Proctor maximum dry density (ASTM D 1557) to a depth of at least 18" below the compacted surface.

We recommend performance of at least one field density test for each 5,000 square feet of prepared area (but a minimum of three tests, regardless of the size). **It is important to contact the testing laboratory at least a few days prior to proof-rolling, so that they can obtain proctor test samples, and perform the proctor tests in the laboratory, so that the maximum proctor dry density values will be available at the time of proof-rolling and density testing.**

3. If any areas yield during proof-rolling, they must be explored in a few small test pits to evaluate the condition of the soils. Should yielding result from excessive soil moisture, two corrective alternatives may be considered.
 - a. If the existing soils are sands or clayey sands (less than 50% clay), dry the soils until the moisture content is 2 to 3 percent below the optimum moisture content as determined from the Modified Proctor test. The soils may be harrowed and air-dried to obtain the desired moisture for compaction.
 - b. Replace the wet material with soils conforming to that stated in Item 5, below.

Replace any materials, if determined to be deleterious, in areas that "yield" during the proof-rolling operation, with suitable fill material conforming to that stated in Item 5, below.

4. After satisfactory proof-rolling of the cleared and/or cut surfaces in accordance with the above, filling with suitable, well-compacted soil may proceed. Fill material should conform to that stated in Item 5 below, and should be placed in level lifts not exceeding 12 inches in uncompacted thickness. Each lift should be compacted by repeated passes with appropriate compaction equipment, to achieve at least 95 percent of the Modified Proctor maximum dry density. The filling and compaction operations should continue until the desired elevation is achieved. Again, at least one field density test for each 5,000 square feet of prepared fill area should be performed (minimum 3 tests).

5. Fill materials required to elevate the slab area should consist of select fills, which are uniformly graded clean sands to slightly silty or slightly clayey sands, free of organics and other deleterious materials, **with less than 35 percent passing the No. 200 sieve**. These soil types are less sensitive to moisture problems and are less likely to experience time related settlement than more silty or clayey soils, so the use of select fill tends to reduce earthwork delays caused by seasonal rains and minimize the potential for differential settlement of foundations. **Most of the near surface soils encountered in our borings within the building do not comply with these recommendations so an off-site borrow source should be considered. The tan silty sand found in the parking area bores may be suitable for stock-piling and reuse but care to prevent mixing with less desirable soils would certainly be necessary.**

5.3 Shallow Foundation Design

Foundation soils prepared in accordance with the above recommendations (natural soils or fills) should be suitable for supporting the proposed structure with a design soil contact pressure of 2,500 pounds per square foot (psf) or less. The weight of the concrete may be neglected when computing the contact pressure. Footings should be embedded at least 18" below surrounding ground. Isolated footings should be at least 18" on each side to prevent punching shear failures.

Based on the information gathered during our exploration and the loading conditions previously estimated, the recommended soil contact pressure will yield a minimum factor of safety greater than 2.0 against bearing capacity failure. The total settlement is estimated to be one inch or less, and load related differential settlement across the slab is estimated to be one-half inch or less in 25 feet.

5.4 Pavement Section Design

In order to prepare the site to support a semi-flexible (bituminous) pavement section, follow the site preparation recommendations in Section 5.2 of this report, items 1 through 5.

The following additional requirements must be applied. Typically, the top 24 inches of sub-grade soil should be AASHTO classification (M-145) types A-1, A-3, or A-2-4, which are low plasticity to non-plastic soils, with no more than 35 percent passing the U.S. No. 200 sieve, liquid limit less than 40, and plasticity index less than 10. Therefore, site soils that do not meet these criteria should not be used, and/or must be over-excavated, if present within 24 inches of bottom of base elevation. Since the soils in the upper 24" in the pavement areas appear to be so variable and in some cases containing excess organic matter, we recommend that these should be undercut, regardless.

Also, any soils within 12 inches elevation of the bottom of base grade must meet the following Florida Limerock Bearing Ratio (LBR) requirement.

The top 12 inches of the pavement sub-grade must exhibit a minimum laboratory LBR value of 35. LBR testing of the proposed sub-grade soils must be performed well in advance of pavement section construction, to determine if stabilization and/or off-site soils are required. If deficient, then stabilization must be performed in accordance with the Florida Department of Transportation *Standard Specifications For Road and Bridge Construction* (FDOT Standard Specifications), latest edition, Section 160, Type B or C stabilization, whichever is more appropriate for the soil conditions.

Following are recommendations to develop a pavement section for support of light to medium vehicular traffic.

1. Compact the top 12 inches of the pavement sub-grade to at least 98 percent of the Modified Proctor maximum dry density (AASHTO T180 or ASTM D 1557). Again, the LBR requirement is 35 minimum.

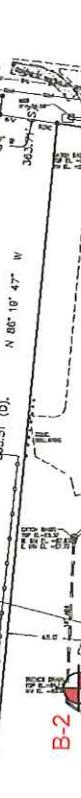
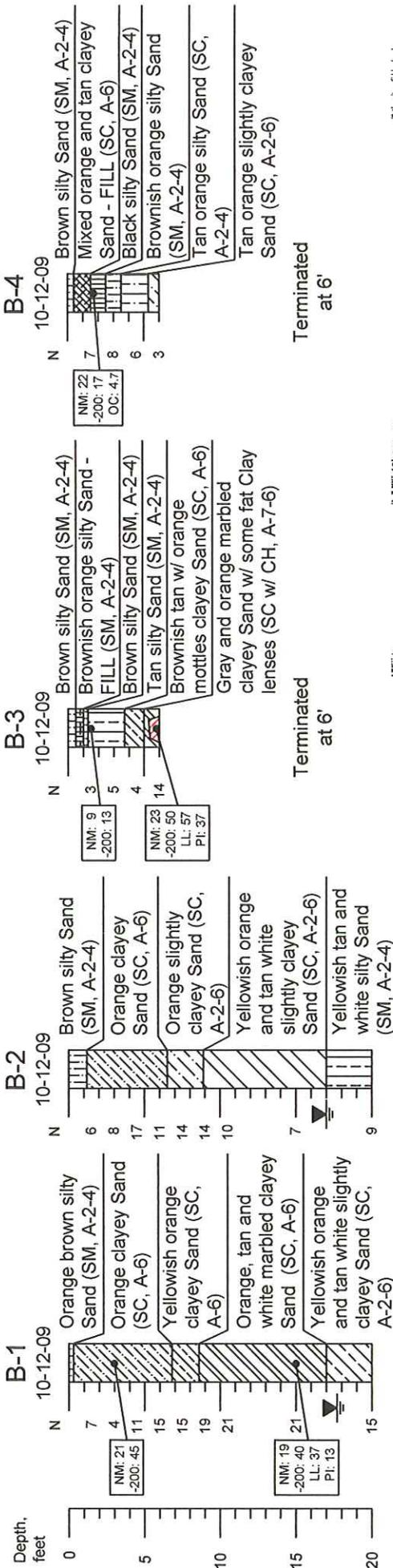
2. Install a 6-inch (minimum) thick limerock base or sand-clay base (FDOT Standard Specifications Section 911 or 912) in accordance with Section 200 or 240 of FDOT Standard Specifications. The base must be compacted to at least 98 percent of the Modified Proctor maximum dry density.
3. After placement of a prime coat or tack coat (FDOT Section 300), install 1½ inches (minimum) of Type S-I asphaltic concrete. Specific requirements for the Type "S" asphaltic concrete are outlined in Section 331 in the FDOT Standard Specifications.

Regardless of the pavement section base type selected, we recommend that the civil design features of the project be planned such that the site groundwater table cannot reach an elevation higher than 24 inches below bottom of the base elevation. Such features can include perimeter ditches, and if required, sub-drains. Please refer to Section 3.3 of this report for discussion of groundwater conditions at the site.

The latest version of the Florida Department of *Transportation Standard Specification for Road and Bridge Construction* shall govern the design and placement of the base course and asphaltic concrete wearing surface.

The above minimum requirements will satisfactorily support light to medium vehicular traffic, but not tractor-trailer or garbage truck traffic. In these heavier traffic pattern areas, the design section should be increased accordingly, or a concrete pavement should be installed in such areas. Normally, increasing the base thickness by 2 inches, and increasing the asphaltic concrete thickness by 1 inch is adequate for support of a moderate frequency of heavy truck traffic. However, we would need an estimate of the equivalent daily 18-kip axle load, and a statement of the desired pavement section life in years, in order to provide a more precise pavement section design for heavier traffic.

END OF REPORT



Penetration Resistance and Soil Properties on Basis of Standard Penetration Test¹

Sands (Fairly Reliable)	Relative Density	Number of Blows per foot, N	Clays (Rather Unreliable)	
			Number of Blows per foot, N	Consistency
0-4	Very loose	Below 2	Very soft	
4-10	Loose	2-4	Soft	
10-30	Medium Dense	4-8	Medium Stiff	
30-50	Dense	8-15	Stiff	
Over 50	Very dense	15-30	Very stiff	
		Over 30	Hard	

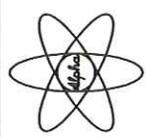
1- Table 5.3 from Peck, Hanson, Thornburn, Foundation Engineering, 2nd Edition, 1973

LEGEND

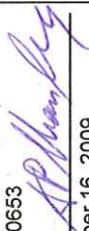
- N - Standard Penetration Test "N-value". Number of blows from 140-pound hammer to advance sampler last 12" of 18" drive.
- NM - Natural Moisture Content, %.
- 200 - Finer than # 200 sieve, %.
- OC - Organic Content (weight basis), %.
- LL - Liquid Limit, %.
- PI - Plastic Index (LL - Plastic Limit), %.
- (SC) - Unified Soil Classification System, clayey sand (typical).
- (A-6) - AASHTO Classification System, clayey sand (typical).
- ☒ - Groundwater level, if present.

NOTES

- 1) Although the borings represent the subsurface conditions at their respective locations, it should be understood that significant differences could exist between borings and these may not be discovered until later.
- 2) Borings were performed with a Simco model 2800 drill rig using solid augers in accordance with ASTM D 1586.



Alpha Geotechnical and Testing Services, Inc.
 Certificate of Authorization 00007967
 4778-B Woodlane Circle
 Tallahassee, FL 32303
 (850) 514-4171 Fax: 514-4173

Stephen P. Shanley, PE
 FL #40653

 October 16, 2009

Subsurface Exploration
 with Foundation and Pavement Evaluation
B L Perry Branch Library Addition
 2817 South Adams Street, Tallahassee, Florida

Figure 1

**SUPPLEMENT TO THE
AGREEMENT FOR GENERAL CONTRACTOR'S SERVICES**

1 Scope

- A. The information and requirements contained in this section are a supplement to and a part of the Agreement for General Contractor's Services.

2 Contract Documents

The term "Contract Documents" includes the following:

1. Leon County Invitation to Bid issued in conjunction with this project.
2. Leon County Agreement for General Contractor's Services issued in conjunction with this project.
3. General conditions of the Contract for Construction, American Institute of Architects Document A201-2007, issued in conjunction with this project.
4. This Supplement to the Agreement for General Contractor's Services.
5. Drawings as enumerated on the Drawings.
6. Specifications as enumerated in the Specifications.

These Contract Documents supersede prior negotiations and agreements.

3 Other Leon County Requirements

- A. Comply with the preferences and requirements listed in the Leon County Facilities Design Guidelines. Copies of this manual are available on the Owner's web site.

4 Modifications to the General Conditions

- A. This Section sets forth modifications to the General Conditions of the Contract for Construction A1A Document A201-2007.

Modify as follows:

Article 1.1.1 Delete its entirety.

Article 2.1.2 Delete its entirety.

Article 2.2.1 Delete its entirety.

Article 3.3.2 - Add the following: "Should the Architect-Engineer find any person(s) employed on the project incompetent, unfit or otherwise objectionable for his duties and so certify the facts to the Contractor, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without written consent of the Architect-Engineer."

Article 3.8.1 - Add the following: "If directed by the Architect-Engineer the Contractor shall solicit not less than three bids for the item(s), the cost of which is provided for by a specified allowance sum. The Contractor shall purchase the item(s) from one of the three Bidders as directed by the Architect-Engineer."

Article 3.14.1 - Add the following: "All cutting and patching work shall blend in and be plumb and square. The quality of materials used shall be the same or surpass those used in the adjacent existing construction."

Article 4.1.1 - Delete in its entirety and add the following: "The Architect-Engineer is the design professional identified in the Owner- Contractor Agreement. Throughout the contract documents, the Architect-Engineer is referred to as if singular in number and masculine in gender. The terms Architect and Architect-Engineer mean the Architect-Engineer or his authorized representative."

Article 4.2.12 - Delete end of last sentence: "and will not be liable for the result of any interpretation or decision rendered in good faith."

Article 5.2.1 - Add the following: "The Contractor shall not remove or replace subcontractors listed in his bid subsequent to the lists being made public at the bid opening, except upon good cause shown and only when approved in writing by the Owner."

Article 7.1 – Delete in its entirety and replace with the following:

Article 7.1.1- During the course of the Contractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents, and/or the nature and extent of the work as specified and described in the Bidding Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work required to complete the subject Project than planned to be incurred in the Contractor's successful bid, in which event the Contractor or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case, to the extent such greater or less cost and expense results, and in which event the party entitled to the benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the first occurrence of such event(s), present written demand therefore on the other party through the Owner. Should the Contractor and Owner be unable to settle and dispose of such demand within thirty (30) calendar days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor, then such demand shall be referred to the Owner for determination, which determination shall be final and binding upon the Contractor, unless appealed in accordance with applicable provisions of the Contract Documents, and if the Owner, upon considering any such demand, determines that the Contract Sum should be increased or decreased, the Owner's determination of the amount of any such increase or decrease in the Contract Sum shall be governed and controlled by strict adherence to the following described guidelines and limitations, and neither the Contractor or the Owner shall be entitled to receive any monetary consideration beyond that which is authorized herein below.

Article 7.2.2 - All adjustments to the Contract Sum resulting from a change in the work shall be determined by the measure of actual or estimated as the case may be, out-of-pocket costs and expenses incurred or spared by the Contractor for labor, materials, equipment, and equipment rental, plus overhead and profit thereon, for performing the changed work.

1) Labor costs shall be inclusive of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.

2) All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax, where applicable.

3) Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:

1. Overhead and profit shall be calculated at the rate of 15% of the Contractor's labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.

2. Overhead and profit shall be calculated at the rate of 7 1/2 percent of the Contractor's sub-contractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 15% of all such costs, as overhead and profit to the Contractor's subcontractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's sub-contractors.
- 4) In addition to the foregoing, all adjustments to the Contract Sum resulting from a change in the work shall include all out-of-pocket expenses, incurred or spared, in performing the changes in the work for:
 1. Paying the premiums required to obtain Performance Bonds and Labor and Material Payment Bonds called for by the Contract Documents;
 2. Paying the fee(s) required for licenses or permits called for by changes in the work;
 3. Paying for delivery of materials or equipment to the job site;
 4. Paying for storage of materials or equipment before use thereof in performing changes in the work, and
 5. Paying for testing required by the changes in the work.
- 5) In the event Contractor demands an adjustment in the Contract Sum, such demand shall be accompanied by paid receipts or other such written evidence satisfactory to the Owner itemizing the costs and expenses incurred as a result of the event(s) constituting the changes in the work.

Article 8.3.1 – Delete the words “or by delay authorized by Owner pending arbitration.”

Article 8.3.3 - Delete in its entirety and replace with the following:

Article 8.3.3 of the AIA General Conditions is deleted and Contractor's remedies for delays the progress of the Work, or for changes in the Work, shall be limited to those provided in this Article. The contractor's exclusive remedy for delays in performance of the contract caused by events beyond its control shall be a claim for equitable adjustment in the contract time; provided, however, inasmuch as the parties expressly agree that overhead cost incurred by Contractor for delays in performing the Work cannot be determined with any degree of certainty, it is hereby agreed that in the event the Contractor is delayed in the progress of the Work after Notice to Proceed to Mobilize on Site and to Proceed with Construction for causes beyond its control and attributable only to acts or omissions of Owner, Contractor shall be entitled to compensation for overhead cost and profit either (a) as a fixed percentage of the actual cost of the change in the Work, if the delay results from a change in the Work, as calculated in Section C, "Conditions of the Contract", or (b) if the delay results from other than a change in the Work, at an amount for each day of delay calculated by dividing an amount equal to a percentage of the original contract sum determined on the graph enclosed as Exhibit 14 by the number of calendar days of the original contract time.

In the event of a change in the Work, Contractor's claim for adjustments in contract sum are limited exclusively to its actual costs for such changes plus fixed percentages for overhead, additional profit and bond costs, as specified herein.

The forgoing remedies for delays and changes in the Work are to the exclusion of, and thus eliminate, the total cost concept (that is, computing Contractor's additional costs for changes in Work or the costs of a delay in the progress of the Work by comparing Contractor's total actual costs with its original estimate, see McDevitt & Street Company v. Department of Management Services State of Florida, 377 So.2d 191, (Fla. 1st-DCA 1979)) as method of determining Contractor's costs associated with a change in the Work or with delay in the progress of the Work.

No provision of this contract shall be construed as a waiver of sovereign immunity by the Owner.

Article 9 - Delete in its entirety and replace with the following:

The Owner will, at intervals, pay or cause to be paid to the Contractor as follows:

Payments to Contractors

Thirty (30) calendar days shall be allowed for the Owner's inspection and approval of the goods and services for which any Application for Payment is made.

1. Indemnification Rider - In addition to the Contract Sum, the Owner shall pay the Contractor ten dollars (\$10.00) for the indemnification Rider prescribed in Section C-4 hereinabove. Application for Payment of the ten dollars (\$10.00) shall be submitted to the Owner by the Contractor simultaneously with the Contractor's execution and delivery of the Contract to the Owner. Within thirty (30) calendar days from the Owner's receipt of said Application, the Owner shall pay or cause to be paid to the contractor the amount of ten dollars (\$10.00).

2 Progress Payments Against Contract Sum - Based upon Application for Payment submitted to the Architect-Engineer by the Contractor and Certificates of Payment issued by the Architect-Engineer and accepted by the Owner, the Owner shall make progress payments to the Contractor against the account of the Contract Sum in accordance with the following:

(1) Within thirty (30) calendar days from the Owner's receipt and acceptance of a certificate of payment, the Owner shall pay, or cause to be paid to the Contractor, 90% of the portion of the contract sum properly allocable to labor, materials and equipment incorporated into the work, and 90% of that portion of the contract sum properly allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments. However, at the time the work is 50% complete or thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Architect-Engineer, the Architect-Engineer may authorize a 5% retainage on progress payments. The full 10% retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect-Engineer or for other good and sufficient reasons.

(a) The Contractor shall promptly pay each Subcontractor in accordance with Section 287.0585, Florida Statutes, upon receipt of payment from the Owner out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work

(b) The Architect-Engineer may, on request at his discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by the Contractor and the action taken thereon by the Architect-Engineer on account of Work done by such Subcontractor

(c) Neither the Owner nor the Architect-Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

(d) No Certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

1. The Contractor shall request such compensation by submitting:

(1) A properly completed and notarized Application for Progress Payment on the form enclosed as Exhibit 11.

- (2) A properly completed Contractor's Minority Business Enterprises Status Report of Partial Payment on the form enclosed as Exhibit 18. This form must be submitted even if no minorities were utilized.
- (3) A schedule of Contract Values as described below.

The Contractor shall, within ten (10) calendar days from date of Agreement, submit to the Architect-Engineer for approval three copies of a Schedule of Contract Values which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by Subcontractor item, and utilizing the Construction Specification's Institute "Masterformat Broadscope Section Numbers". The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

The approved Schedule of Contract Values will accompany and support the Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material as well as labor performed and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.

The Schedule of Contract Values form enclosed as Exhibit 12 will be utilized to present this and other pertinent information which will facilitate the checking and processing by the Owner's representatives of the Contractor's Application for Payment.

Article 11 - Delete in its entirety.

Article 13.5.1 - Delete last sentence: "the Owner shall bear cost of tests, inspections or approvals which do not become requirements until after bids are received or negotiation concluded ." and add; "The Architect-Engineer shall designate the tests which shall be made, and the Contractor shall not obligate the Owner for tests without the Architect-Engineer's approval."

Testing Costs Paid For by the Contractor

Certain tests of materials, equipment and systems are required as part of the contract and shall be paid for by the Contractor. These are specifically named in the technical specifications and the types of tests are as follows:

- 1) Where tests are required by the technical specifications for materials, methods or equipment, the Contractor shall pay the cost of initial tests to prove qualities and determine conformance with specification requirements, e.g., mill tests on cement and steel; load testing of piling; sieve analysis and calorimetric tests on sand; strength tests for determining proportions of materials or concrete, moisture content and sound transmission tests of concrete blocks, etc;
- 2) If substitute materials or equipment are proposed by the Contractor, he shall pay the cost of all tests which may be necessary to satisfy the Architect-Engineer that specification requirements are satisfied;
- 3) If materials or workmanship are used which fail to meet specification requirements the Contractor shall pay the costs of all coring or other tests deemed necessary by the Architect-Engineer to determine the safety or suitability of the material or element;
- 4) The Contractor shall pay for all testing costs, including but not limited to; power, fuel, and equipment and systems for proper operation such as plumbing, heating ventilation, air conditioning, electrical, elevator, dumbwaiters and conveyors, etc.

Testing Costs Borne by the Owner

All other tests performed at the direction of the Architect-Engineer or the Owner shall be paid for by the Owner, except to the extent that the costs of performing such tests are otherwise chargeable to the Contractor under provisions of the Contract Documents.

Article 13.6 - Delete in its entirety.

Article 13.7 - Delete in its entirety.

Article 15 – Delete in its entirety and replace with the following:

Claims and Disputes

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the claim.

No provision of the Contract Documents makes or is intended to make provision for recovery by Contractor of damages for delay or for breach of contract. All claims, disputes or controversies under this contract shall be determined and settled as provided in Section C-41 hereinafter. No claim for breach of contract shall be submitted, determined or settled under Section C-41 hereinafter.

Time Limits on Claims

Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

Continuing Contract Performance

Pending final resolution of a Claim unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

The provisions of Chapter 28-106, Florida Administrative Code to the extent not inconsistent with this Article are referred to and adopted by reference and shall govern procedures for claims.

Under the terms of this Agreement, the Contractor shall not have any right to compensation other than, or in addition to, that provided by this Agreement, to satisfy any claim for costs, liabilities or debts of any kind whatever resulting from any act or omission attributable to the Owner unless the Contractor has provided notice as required by Section C-36 and unless the claim therefore is delivered to the Owner. All such claims shall be set forth in a petition stating:

1. Name and business address of the claimant,
2. A concise statement of the ultimate facts, including the statement of all disputed issues of material fact, upon which the claim is based.
3. A concise statement of the provisions of the contract together with any federal, state and local laws, ordinances or code requirements or customary practices and usage's in the industry asserted to be applicable to the questions presented by the claim and a demand for the specific relief believed to be due the claimant, and
4. The date of the occurrence of the event giving rise to the claim and the date and manner of Contractor's compliance with the notice requirements of Section C-36.

Within thirty (30) calendar days from the date any such claim is received, the Owner shall deliver to the Contractor its written determination on the claim. Unless the Owner's determination is agreed to by the Contractor and a consent order adopting the determination is entered within thirty (30) days of receipt of the Owner's determination, the Owner shall designate a hearing officer who shall conduct a proceeding in accordance with Chapter 28-106, F.A.C.

The Contractor shall carry on the Work and maintain the progress schedule during any administrative proceeding unless otherwise agreed by the Contractor and the Owner in writing.

The venue for all civil and administrative actions against the department shall be in Leon County, unless otherwise agreed by the parties.

C EXCLUSION OF OWNER FROM LIABILITY

Notwithstanding any other provision of the Contract Documents, should the Contractor sustain loss or be damaged by act or omission of a separate Contractor, the Owner shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from the Owner to compensate for any such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and/or entities other than the Owner.

D PROHIBITED MATERIALS - ASBESTOS

Per Section 255.40, Florida Statutes, the use of asbestos or asbestos-based fiber materials is prohibited in any buildings, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any government entity.

E INTEREST PROVISIONS

Any monies not paid when due to either party under this Agreement shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes.

F HARMONY

Contractor is advised and hereby agrees that he will exert every reasonable and diligent effort assure that all labor employed by Contractor and his Subcontractors for Work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

Contractor further agrees that this provision will be included in all subcontracts of the Subcontractor as well as in the Contractor's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

H TERMINATION FOR CAUSE OR MUTUAL AGREEMENT

This Agreement may be terminated by either party upon seven (7) days' notice by mutual agreement, or should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this Agreement may be unilaterally terminated by the Owner for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In the event of termination, due to the fault of others than the Contractor, the Contractor shall be paid for services performed to termination date, including reimbursements then due plus terminal expense.

I TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Upon termination, the contractor shall be entitled to payment and profit for Work completed to the time of termination, only. The percentage of completion shall be determined by the Architect/Engineer, based upon the approved Schedule of Values.

J CONTRACTOR PAYMENT RIGHTS

Contractors providing goods and services to the Owner should be aware of the following time frames. Upon receipt, the Owner has thirty (30) days to inspect and approve the goods and services. (see Article 6 herein above). The Owner has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the Pay Request is received or the goods or services are received, inspected and approved.

If payment is not available to the Owner for transmittal to the Contractor within 40 days, a separate interest penalty of .03333 percent per day will be due and payable, in addition to the Pay Request amount, to the vendor. The 40 days are also measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Pay Requests which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850) 410-9354 or by calling the State Comptroller's Hotline, 1-800-848-3792.

K WATER

Water necessary for construction of the building and testing its plumbing and mechanical systems shall be furnished by the Contractor. He shall make all connections, install a meter, take out and pay for all permits necessary, do all piping and clear away all evidence of same after the job is completed.

L ELECTRICITY

All electricity for light and power necessary for the construction of the building and testing of its electrical and mechanical systems shall be paid for by the Contractor. He shall make all necessary arrangements for this service and perform the work required.

M INITIAL CONSTRUCTION CONFERENCE

Immediately prior to starting construction or as soon as possible after the construction has started, the Owner's Project Director will arrange a meeting with the Design Professional, State Agency that will occupy the project, General Contractor, Federal Representatives if involved, Bureau of Apprenticeship and other interested parties. The purpose of this meeting shall be to discuss requirements and responsibilities of the various parties involved with the objective of expeditious handling of the construction contract. The Owner's Project Director will chair this meeting.

N SITE SECURITY

The Contractor shall pay for and be responsible to secure the site and the project against theft, vandalism, fire and public safety at all times (24 hours per day) from Notice to Proceed until Substantial Completion.

End of Supplement to the Agreement