

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT No. 13979 made as of the	day of	in the year 2024
(In words, indicate day, month and year.)		

BETWEEN the Owner:

(Name, legal status, address and other information) Alachua County Board of County Commissioners 12 SE 1st Street 3rd Floor Gainesville, FL 32601

Telephone Number: (352) 337-6205

and the Design-Builder:

(Name, legal status, address and other information) FINFROCK Construction, LLC, Limited Liability Company 2400 Apopka Boulevard Apopka, FL 32703 Telephone Number: (407) 293-4000

for the following Project:

(Name, location and detailed description) Alachua County Judicial Justice Center Parking Structure 220 South Main Street, Gainesville, Florida 32601 Parking Structure on the Alachua County Judicial Justice Center site, south of the criminal courthouse. 220 South Main Street, Gainesville, Florida

The Owner and Design-Builder 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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(Paragraph Deleted)

ARTICLE 1

(Paragraph Deleted)

GENERAL PROVISIONS

(Paragraphs Deleted)

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Exhibit D, Summary of Work

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Exhibit D, Summary of Work

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Exhibit D, Summary of Work and Exhibit E, Schematic Documents

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141TM_2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

User Notes:

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Eleven Million, One Hundred Seventy-Seven Thousand Dollars and Zero Cents (\$11,177,000.00)

- § 1.1.7 The Owner's design and construction milestone dates:
 - .1 Design phase milestone dates:

See Exhibit G, Project Schedule

Init.

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.2 Submission of Design-Builder Proposal:

See Exhibit G, Project Schedule

.3 Phased completion dates:

See Exhibit G, Project Schedule

.4 Substantial Completion date:

See Exhibit G, Project Schedule

.5 Other milestone dates:

See Exhibit G, Project Schedule

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§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(*List name*, *legal status*, *address and other information*.)

.1 Architect

Finfrock Construction, LLC 2400 Apopka Blvd. Apopka, FL 32703

.2 Consultants

.3 Contractors

Finfrock Construction, LLC 2400 Apopka Blvd. Apopka, FL 32703

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM_2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Thomas Crosby

12 SE 1st Street

3rd Floor

Gainesville, FL 32601

Telephone Number: (352) 337-6205 Email Address: tcrosby@alachuacounty.us

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Danny Moore

915 SE 5th Street

Gainesville, FL 32601

(352) 338-3229

Email Address: jdmoore@alachuacounty.us

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(*List discipline, scope of work, and, if known, identify by name and address.*)

- 1. EDA Consultants Inc. Site Civil Engineering
- 2. Utility Service of Gainesville, Inc. Underground Construction and Site Work
- 3. DLR Group Architectural and Engineering
- 4. Paul Stresing Associates Inc. Architectural and Engineering
- 5. Ajax Construction Manager

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

Bradley Davis

2400 Apopka Boulevard

Apopka, FL 32703

Telephone Number: (407) 293-4000 Email Address: bdavis@finfrock.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

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Litigation in a court of competent jurisdiction. THE PARTIES HEREBY WAIVE TRIAL BY JURY.

Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. No document, drawing, specification or other information, whether it be referenced, incorporated or otherwise acknowledged is a Design-Build Document or binding upon the Design-Builder unless and to the extent such document, specification of other information is physically attached hereto as an exhibit, or it is incorporated by Modification or Amendment of this Agreement.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part and may include design and construction by the Owner and by separate contractors.

- § 1.4.5 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 Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.
- § 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.
- § 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.
- § 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.
- § 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.
- § 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.
- § 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.
- § 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."
- § 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.
- § 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.
- § 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

(Paragraph Deleted)

§ 1.4.16 Owner Direct Purchases. Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for

the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Design-Builder shall prepare purchase orders to vendors selected by Design-Builder, for execution by Owner, on forms provided by Owner. Design-Builder shall allow two weeks for execution of all such purchase orders by Owner. Design-Builder represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. With respect to all direct purchases by Owner, Design-Builder shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases; Owner shall

remain solely liable for any loss of the direct purchases by the Owner from the date of delivery of said direct purchases until they are incorporated into the Project at which time the Owner's liability for loss shall terminate and the

Builder's Risk Insurance shall provide coverage per this Contract.. Notwithstanding anything herein to the contrary, Design-Builder expressly acknowledges and

agrees that any materials or

(Table Deleted)

(Paragraph Deleted)

equipment directly purchased by Owner pursuant this Paragraph 1.4.16 shall be included within and covered to the same extent as all other warranties provided by Design-Builder pursuant to the (Paragraphs Deleted)

terms of the (Paragraph Deleted)

> Contract Documents. Owner shall assign to Design-Builder any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The County Manager may sign Purchase Orders issued by the Owner for Direct Purchases.

(Paragraphs Deleted)

ARTICLE 2

(Paragraph Deleted)

COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Payments to the Design-Builder

§ 2.1.4.1 All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the Owner shall remit all payments to:

Finfrock Construction, LLC

(Paragraph Deleted)

2400 Apopka Blvd. Apopka, FL

32703

Email Address: bdavis@finfrock.com

Except as otherwise authorized in Exhibit A, the Owner shall not pay or reimburse Design-Builder for any expenses incurred by Design-Builder to perform the Work. No additional reimbursable expense will be paid under this Agreement.

§ 2.1.4.2 Auditing Rights and Information:

1. Design-Builder shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Owner, and any duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation of Design-Builder at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Design-Builder's and any subcontractor's Project records and documentation as often as they reasonably deem necessary and Design-Builder shall reasonably cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S., as are proprietary, confidential, privileged and other exempt information and

- documentation. The access, inspection, copying and auditing rights shall survive the termination of this
- 2. If at any time, Owner conducts such an audit of Design-Builder's records and documentation and finds that Design-Builder overcharged Owner, Design-Builder shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Design-Builder shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Design-Builder. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Design-Builder with regard to the Project or under any other agreement between Design-Builder and Owner. If such amounts owed Design-Builder are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Design-Builder hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment For the Design-Builder's performance of the Work as set forth in Exhibit A, the Owner shall pay to the Design-Builder the Contract Sum set forth in Exhibit A.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

- § 3.1 General
- § 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- § 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.
- § 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.
- § 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.
- § 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.
- § 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.
- § 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.
- § 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.
- § 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- § 3.1.8 Progress Reports
- § 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:
 - .1 Work completed for the period;
 - .2 Project schedule status;
 - .3 Submittal schedule and status report, including a summary of outstanding Submittals;
 - .4 Responses to requests for information to be provided by the Owner;
 - .5 Approved Change Orders and Change Directives;
 - .6 Pending Change Order and Change Directive status reports;
 - .7 Tests and inspection reports;
 - .8 Status report of Work rejected by the Owner;
 - Status of Claims previously submitted in accordance with Article 14;
 - .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, set forth in Exhibit A, if any;

- Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.
- § 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:
 - .1 Design-Builder's work force report;
 - .2 Equipment utilization report; and
 - .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws. statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it 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 Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals. Notwithstanding the foregoing, Design-Builder may make minor changes in the Work consistent with the intent of the Design-Build Documents; minor changes in the Work do not involve an adjustment in the Contract

Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Design-Build Documents.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall defend, indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not exceed the monetary limit of Twelve Million Dollars (\$12,000,000.00) and 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 3.1.14.

(Paragraph Deleted)

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

- § 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.
- § 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.
- § 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain and provide bonds as set forth in Exhibit B.
- § 3.1.16.1 At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, the Design-Builder shall provide the Owner with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Design Fee line item shown in the Schedule of Values (Exhibit "J"), in the form attached hereto as Exhibits N & O, the costs of which are to be paid by Design-Builder. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project on the jobsite, the Design-Builder shall provide the Owner with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Sum, in the form attached hereto as Exhibits N & O, the costs of which are to be paid by Design-Builder. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and prior to the procurement of the required surety bond for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work the Design-Builder shall, at its own expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Design-Builder shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the Owner. It is understood that Design-Builder may utilize Federal Insurance Company (Chubb), a surety with an AM Best Rating of A++, XV as its surety for the Payment and Performance Bonds, and such surety is hereby approved.
- § 3.1.16.2 In accordance with the requirements of §255.05(1)(a), Florida Statutes, Design-Builder shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the Owner. Design-Builder shall deliver a certified copy of the recorded Performance and Payment Bond to the Owner as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the Owner's obligation to make any payments to the Design-Builder.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

- § 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include
 - .1 allocations of program functions, detailing each function and their square foot areas;
 - .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
 - a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
 - .4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

- § 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:
 - .1 Confirmation of the allocations of program functions;
 - .2 Site plan;
 - .3 Building plans, sections and elevations;
 - .4 Structural system;
 - .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
 - .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

- § 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:
 - A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
 - 2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
 - .3 The proposed date the Design-Builder shall achieve Substantial Completion;
 - .4 An enumeration of any qualifications and exclusions, if applicable;
 - .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
 - .6 The date on which the Design-Builder's Proposal expires.
- § 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.
- § 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

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ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

- § 5.1 Construction Documents
- § 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.
- § 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.
- § 5.2 Construction
- § 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.
- § 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.
- § 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder 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, unless the Design-Build Documents give other specific instructions concerning these matters.
- § 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- § 5.3 Labor and Materials
- § 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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.
- § 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.
- § 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
- § 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

- § 5.5 Permits, Fees, Notices and Compliance with Laws
- § 5.5.1 The Design-Builder shall secure and/or pay for the permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project as identified in Design-Builder's Permit List (attached hereto as Exhibit "F"). Owner shall secure and pay for all other permits, fees, licenses and inspections by government agencies necessary for proper execution of the Work and Substantial Completion of the Project. Design-Builder shall identify in the Project Schedule all permits that are required to be secured by Owner and the date(s) by which said permits must be secured by Owner in order for Design-Builder to

timely achieve Substantial Completion of the Work. Design-Builder agrees to cooperate and coordinate with Owner regarding Owner's efforts to secure such permits.

§ 5.5.2 The Design-Builder 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.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed (to the extent reasonably practicable) and in no event later than 21 days after first observance of the conditions or when the time and financial impact of such conditions are known, whichever is later. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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 14.

§ 5.6 Allowances

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

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- the Design-Builder'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
- 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 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new

personnel, Contractor or supplier. The Owner may reply within 7 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 7-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 7 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 7-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity 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 person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder 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 Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those

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terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14. Notwithstanding the foregoing, nothing in this section shall be construed as a waiver of the Owner's sovereign immunity, and any claim by the Design-Builder shall be subject to the applicable laws and regulations governing claims against the Owner.

- § 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.
- § 5.13.1.3 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 Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.
- § 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

- § 5.14.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.
- § 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying 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 Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.
- § 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

- § 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.
- § 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.
- § 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

- § 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Design-Build 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 6.3.7.
- § 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.
- § 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.
- § 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and 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, 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 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed:
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. 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.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

§ 6.3.11 Design-Builder shall be entitled to a markup of Design-Builder's Fee in the amount of ten percent (10%) for any additive Change Orders and/or Change Directives. In the event Owner elects to utilize any owner-direct purchase of materials or equipment, Design-Builder's Fee shall not be reduced by any such election or utilization.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Owner shall also provide (a) surveys describing physical characteristics, easements, reference points for use during construction, legal limitations and utility locations for the site of the Project, (b) a legal description of the site (c) Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site; (d) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work; (e) To the extent available, as-built and record drawings of any existing structures at the Site; and (f) Civil and Utility designs describing the proposed surface and subsurface improvements including utility lines and their tie-in locations.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work, or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

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§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations including, without limitation, the approval, by Owner's geotechnical engineer, of any ground improvement program proposed by Design-Builder. Design-Builder may, but shall not be required to, request any specific or supplementary services, beyond those contemplated herein, and Owner shall furnish such services. Without limiting the foregoing, it is understood and agreed by Owner and Design-Builder that Owner remains exclusively liable and responsible for any subsurface and/or geotechnical defects, whether or not Design-Builder engages in soil improvements; Owner, to the greatest extent permitted by law, shall hold Design-Builder harmless from and shall remain responsible for any and all costs and liabilities, including resulting damages and reasonable attorneys' fees, associated with any subsurface and/or geotechnical defects.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of 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; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder 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 Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written 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 deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

- § 8.1 Progress and Completion
- § 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.
- § 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- § 8.2 Delays and Extensions of Time
- § 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by force majeure, an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, pandemic, epidemic, unusual delay in deliveries, unavoidable casualties acts of God, delay of connection, activation or location of any utility, delay of any authority having jurisdiction over the Project or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner and Design-Builder may determine.
- § 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.
- § 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.
- § 8.2.4 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Sum for any delay directly caused by the Owner or an authority having jurisdiction over the Project. Notwithstanding the foregoing, and as a matter of clarification, nothing in this Section 8.2 shall limit Design-Builder's recovery or coverage in any insurance policy, including without limitation Builder's Risk. Furthermore, should Design-Builder be delayed in the Work due to reasons beyond its control, including those caused by the Owner, and such delay causes an increase in Design-Builder's costs, Design-Builder shall be afforded a mutually agreeable change order for an increase in the Contract Sum associated with such delay, to the extent such delay causes an increase in Design-Builder's

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costs.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may reasonably require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay or such withholding is permitted pursuant to a written agreement between Design-Builder and such Architect(s), Consultant(s), Contractor(s), material supplier(s) or other person(s) or entity(ies) ("Subcontract").

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as 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 Design-Builder 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. It is understood and agreed that precast concrete manufacturer shall be paid for materials and equipment suitably stored off the site at the precast concrete manufacturer's facility. Title to any stored materials or equipment, including without limitation precast concrete, shall not transfer to Owner until payment in full for such materials or equipment is received. Design-Builder shall be entitled to receive payment for early procurement of materials, deposits on materials, and materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval (which shall not be unreasonably withheld). Owner agrees to assume the risk of any potential delays to the project schedule and increases in the contract price due to Owner lack of approval.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 Design-Builder's knowledge, information and belief, and to the extent Design-Builder has received payment from the Owner for the same, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

§ 9.6 Progress Payments and Retainage

§ **9.6.1**It is agreed by both Parties hereto to that progress payments and final payment for Work performed will be processed and paid in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the Owner. The retainage shall be paid to Design-Builder within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Design-Builder and Owner will develop a list (the "List") of items required to achieve final completion of the Work. Design-Builder will provide a first draft of the List within fifteen .(15) days of notice of Substantial Completion. The Owner will notify Design-Builder of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The failure to include on the

List any corrective work or pending items not yet completed does not

alter, waive or release Design-Builder of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the

Agreement. Upon completion of all items on the List, Design-Builder may apply for Final Payment for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the Owner may continue to withhold an amount equal to one hundred and fifty percent (150%) of the

total cost to complete such items until Design-Builder has rendered complete, satisfactory and acceptable to the Owner

such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the

List remain the obligation of Design-Builder.

The Owner shall not be

obligated to make payment to Design-Builder for amounts that are the subject of a good faith dispute, or (Paragraph Deleted)

a claim brought pursuant to §255.05, Florida Statutes.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

User Notes:

§ 9.6.5 Design-Builder payments to material and equipment 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 Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, 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 Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment within the time period provided by Chapter 218, Part VII, Florida Statutes (the "Local Government Prompt Payment Act"), the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 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 Design-Build Documents so that the Owner can occupy or utilize the Work for its intended or constructive use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner 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 Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build 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.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety,

if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build 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 Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance 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 Design-Builder 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 Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder 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 Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder 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 Design-Build Documents; notwithstanding the foregoing, such partial occupancy shall conclusively constitute the commencement of any warranty period(s) (including, without limitation, Section 11.2 hereinbelow) and the tolling of any liquidated damage(s).

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Release of Claims. It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the Owner or the Owner's authorized representatives, Design-Builder shall furnish to the Owner the Contractor's Final Payment Affidavit in the form provided in Exhibit L, attached hereto. The Design-Builder shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in Exhibit M or on a form acceptable to the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (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 in the form provided in Exhibit L, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if reasonably required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in Exhibit M or on a form acceptable to the Owner, arising out of the Contract, to the extent as may be designated by the Owner and in such form as attached as exhibits hereto. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a conditional statutory release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed to the extent through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of 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;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 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 Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.
- § 10.2.2 The Design-Builder 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 Design-Builder 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 notify owners and users of adjacent sites and utilities of the safeguards and protections.
- § 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 Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding one (1) calendar month after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written 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 Design-Builder 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 Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has 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 Design-Builder. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, 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 materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder 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 Design-Builder, the Design-Builder 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

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required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.



ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after 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 any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, 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 an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder 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 the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

- § 11.2.2.2 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.
- § 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.
- § 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.
- § 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.
- § 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build 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.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

§ 12.4 "Of Record" Status.

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Notwithstanding anything to the contrary, Design-Builder and Design-Builder's lower-tiered entities shall not be obligated to engage or perform as Architect-of-Record, Engineer-of-Record or other "of-Record" status except when Design-Builder performs the Work.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the sole fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- 4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or

interruptions of the entire Work by the Owner as described in Section 13.2.3 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.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice and seven (7) additional days' opportunity to commence to cure, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- 1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

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

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted in a mutually agreeable sum and duration for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include overhead, and profit as identified in Section 6.3.11 hereinabove. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

- § 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall
 - .1 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 Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, payment for stored materials and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party 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.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder'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.

§ 14.1.6.2 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 adverse and had an adverse effect on the scheduled construction. Adverse weather, as used herein, shall also include those days where a cumulative precipitation in excess of one-half of an inch (0.5") has accumulated in one twenty-four (24) hour period, and any drying or flooding time resulting thereby. Should Design-Builder be delayed due to inclement weather in excess of those days normally experienced in the Project's geographical location (as determined by records from the National Oceanic and Atmospheric Administration), Design-Builder shall be afforded a mutually agreeable change order in no less than a day-for-day basis.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, without limitation:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

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

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

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify 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.

- § 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.
- § 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then the other party may elect to file for mediation.
- § 14.2.7 In the event of a Claim against the Design-Builder, 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 Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

- § 14.3.1 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, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 14.3.2 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 proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 14.3.3 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.

The selection of the mediator shall be mutually agreeable to the parties.

§ 14.4 Arbitration

- § 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- § 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the laws of the State of Florida except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.1.2 Any action to enforce this Agreement shall only be brought in a court of competent jurisdiction within Alachua County, Florida.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or sent via electronic mail with proof of delivery.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build 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.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder 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 in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder 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 Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract 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.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build 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.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical, or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.9 Public Records.

In accordance with §119.0701, Florida Statutes, Design-Builder, when acting on behalf of the County, shall, as required by Florida law:

- 1. Keep and maintain public records required by the County to perform the Services.
- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Design-Builder does not transfer the records to the County.
- Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Design-Builder or keep and maintain public records required by the County to perform the Services. If Design-Builder transfers all public records to the County upon completion of the Agreement, Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Design-Builder keeps and maintains public records upon completion of the Agreement, Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT PUBLICRECORDSREQUEST@ALACHUACOUNTY.US OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Design-Builder fails to comply with this section, Design-Builder will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Design-Builder who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Design-Builder will take reasonable measures to protect, secure and maintain any data held by Design-Builder in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Design-Builder suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Design-Builder shall immediately notify the County in writing and will work, at Design-Builder's expense, to prevent or stop the data breach.

§ 15.10 Confidential Information.

During the term of this Agreement, Design-Builder may claim that some of Design-Builder's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Design-Builder in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Design-Builder shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Design-Builder. County will promptly notify Design-Builder in writing if the County receives a request for disclosure of Design-Builder's Confidential Information. Design-Builder may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Design-Builder shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or

relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Design-Builder's Confidential Information in a manner not contemplated by this Agreement. Design-Builder shall investigate, handle, respond to, and defend, at Design-Builder's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Design-Builder shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Design-Builder is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Design-Builder shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Design-Builder releases the County from claims or damages related to disclosure by the County.

§ 15.11 Laws and Regulations.

Design-Builder will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement in place at the time of the execution hereof; Design-Builder shall be afforded a change order for compensation and time if required to comply with any newly enacted federal, state, and local laws, ordinances, regulations, rules and code requirements. Design-Builder is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Design-Builder is not familiar with laws, ordinances, rules and regulations, Design-Builder remains liable for any violation and all subsequent damages, penalties, or fines.

§ 15.12 Governing Law and Venue.

The laws of the State of Florida shall govern this Agreement, and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

§ 15.13 Amendment and Assignment.

The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Design-Builder each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

§ 15.14 Additional Services.

Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

§ 15.15 Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

§ 15.16 Independent Contractor.

In the performance of this Agreement, Design-Builder is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Design-Builder is solely responsible for the means, method, technique, sequence, and procedure utilized by Design-Builder in the full performance of the Services referenced in this Agreement.

§ 15.17 E-Verify.

Pursuant to F.S. sec. 448.095, Design-Builder shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Design-Builder during the term of the Agreement. Design-Builder shall contractually require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at https://www.uscis.gov/E-Verify. Failure to comply with this section is grounds for termination of the contract with the defaulting entity; and such defaulting entity (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

§ 15.18 Conflict of Interest.Design-Builder

warrants that neither Design-Builder nor any of Design-Builder's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Design-Builder shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

(Paragraph Deleted)

§ 15.19 Prohibition Against Contingent Fees.

As required by §287.055(6), Florida Statutes, the Design-Builder warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Builder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Design-Builder breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

(Paragraph Deleted)

§ 15.20 Force Majeure.

The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

§ 15.21 Public Entity Crimes.

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

§ 15.22 Collusion.

By signing this Agreement, Design-Builder declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

§ 15.23 Counterparts.

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

§ 15.24 Severability and Ambiguity.

It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

§ 15.25 Electronic Signatures.

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

§ 15.26 Entire Agreement.

This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

§ 15.10 ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

(Paragraph Deleted)

§ 15.11 PURSUANT TO THIS SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- 1. Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141TM_2014
- 2. Exhibit A Design-Build Amendment, if executed (AIA Document A141TM–2014)
- 3. Exhibit B Insurance and Bonds (AIA Document A141TM–2014)
- 4. Exhibit C Not Used
- 5. Exhibit D Summary of Work
- 6. Exhibit E Schematic Documents
- 7. Exhibit F Design-Builder's Permit List
- 8. Exhibit G Project Schedule
- 9. Exhibit H Owner's Geotechnical Report
- 10. Exhibit I Not Used
- 11. Exhibit J Schedule of Values
- 12. Exhibit K Logistics Plan
- 13. Exhibit L Design-Builder's Final Payment Affidavit Form
- 14. Exhibit M Waiver of Right Against Payment Bond Form
- 15. Exhibit N Payment Bond Form
- 16. Exhibit O Performance Bond Form
- 17. Exhibit P Design-Build Notice to Proceed
- 18. Other:

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

OWNER (Signature) Design Builder (Signature) (Printed name and title) Alachua County Board of County Commissioners Date: Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk (SEAL)	Daniel Helmick, EVP (Printed name and title) (Printed name and title) Alachua County Board of County Commissioners Daniel Helmick, EVP (Printed name and title) Alachua County Board of County Commissioners Daniel Helmick, EVP (Printed name and title) Alachua County Board of County Commissioners Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk		Daviel Helmick	9/23,
(Printed name and title) Alachua County Board of County Commissioners Date: Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk	(Printed name and title) Alachua County Board of County Commissioners Date: Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk	OWNER (Signature)	DESIGN-BUILDER (Signature)	
Alachua County Board of County Commissioners Date: Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk	Alachua County Board of County Commissioners Date: Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk			
Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk	Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk		(Printed name and title)	
Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk	Approved As To Form Alachua County Attorney's Office Attest J.K. "Jess" Irby, Esq., Clerk			
Attest J.K. "Jess" Irby, Esq., Clerk	Attest J.K. "Jess" Irby, Esq., Clerk			
Attest J.K. "Jess" Irby, Esq., Clerk	Attest J.K. "Jess" Irby, Esq., Clerk	Approved As To Form		
J.K. "Jess" Irby, Esq., Clerk	J.K. "Jess" Irby, Esq., Clerk	Alachua County Attorney's Office		
J.K. "Jess" Irby, Esq., Clerk	J.K. "Jess" Irby, Esq., Clerk			
		Attest		

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM–2014, Standard Form of Agreement Between Owner and Design-Builder dated the day of in the year 2024 (the "Agreement")

(In words, indicate day, month and year.)

for the following PROJECT: (Name and location or address) Alachua County Judicial Justice Center Parking Structure 220 South Main Street, Gainesville, Florida 32601

THE OWNER:

(Name, legal status and address) Alachua County Board of County Commissioners 12 SE 1st Street 3rd Floor Gainesville, FL 32601

THE DESIGN-BUILDER:

(Name, legal status and address) FINFROCK Construction, LLC, Limited Liability Company 2400 Apopka Boulevard Apopka, FL 32703

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 **CONTRACT SUM**
- A.2 **CONTRACT TIME**
- **A.3** INFORMATION UPON WHICH AMENDMENT IS BASED
- DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS A.4
- **A.5** COST OF THE WORK

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

ARTICLE A.1

CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[X]	Stipulated Sum, in accordance with Section A.1.2 below
[]	Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
[]	Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance
		with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Eleven Million, One Hundred Seventy-Seven Thousand Dollars and Zero Cents (\$ 11,177,000.00), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ A.1.5 Payments

§ A.1.5.1 Progress Payments are defined in the Agreement at Section 9.6.

(Paragraphs deleted)

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add 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), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

- § A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:
 - .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
 - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

(Paragraphs deleted)

§ A.1.5.5 Final Payment is defined in the Agreement at Section 9.10.

(Paragraphs deleted)

ARTICLE A.2

CONTRACT TIME

- § A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.
- § A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than (*Paragraphs deleted*)

the Substantial Completion date identified in the Project Schedule, attached hereto as Exhibit "G," subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ A.2.3 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Due to the fact that such damages are difficult to determine or accurately specify, Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion (the "LD Date"), Designer-Builder shall pay Owner One Thousand Dollars (\$1,000.00) per day as liquidated damages for each day that Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall not be construed as a penalty and shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion

ARTICLE A.3

INFORMATION UPON WHICH AMENDMENT IS BASED

- § A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:
- § A.3.1.1 The Supplementary and other Conditions of the Contract:

Document Title Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Init.

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User Notes:

Section	Title	Date		Pages
§ A.3.1.3 The Drawings:	one on nefer to an exhibit	attached to this Am	on due out)	
(Either list the drawings h	ere or refer to an exnibit	attacnea to this Am	enament.)	
Number		Title	Date	
§ A.3.1.4 The Sustainabilit (If the Owner identified a comprise the Sustainabilit Sustainability Plan identified implementation strategies responsibilities associated or metrics to verify achieve Project, as those terms are Title Other identifying informate § A.3.1.5 Allowances and (Identify any agreed upon .1 Allowances .2 Contingencies	Sustainable Objective in y Plan by title, date and iffies and describes the selected to achieve the Su with achieving the Sustainable defined in Exhibit C to to to contingencies: allowances and contingencies:	number of pages, of Sustainable Objustainable Measures, the Measures; the Measure; and the he Agreement.) Date	and include other ide ective; the targeted s; the Owner's and D te specific details abo Sustainability Docun	ntifying information. The Sustainable Measures; esign-Builder's roles and out design reviews, testing mentation required for the
§ A.3.1.6 Design-Builder's	assumptions and clarific	ations:		
§ A.3.1.7 Deviations from	the Owner's Criteria as a	djusted by a Modifi	ication:	
§ A.3.1.8 To the extent the review, indicate any such		e required to subm	it any additional Sub	omittals to the Owner for
		ARTICLE A.4		
DE	SIGN-BUILDER'S PERSO	NNEL, CONTRACT	ORS AND SUPPLIER	RS .
§ A.4.1 The Design-Builde (Identify name, title and co		ntified below:		
.1 Superintende	ent .	2 Project Manage	er	.3 Others
§ A.4.2 The Design-Builde (List name, discipline, add			ntractors and supplier	rs, identified below:

(Paragraphs deleted)

ARTICLE A.5

APPROVED SUBCONTRACTORS

(Paragraphs deleted) (Table deleted)

§ A.5.1 Notwithstanding anything herein or elsewhere to the contrary, it is understood that the following Subcontractors are deemed approved by the Owner and any condition precedent to such approval has been satisfied:

- Finfrock Construction, LLC
- Finfrock Industries, LLC
- Finfrock Industries South Florida, LLC
- Finfrock Transportation, LLC
- Finfrock Design, LLC
- Toronto, LLC

Kalos Services, Inc.

- **Precision Fire Systems**
- Hank Lowry Electric, Inc.
 - TK Elevators

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

	Daniel Helmick	9/23/2024
OWNER (Signature)	DESIGN-BUILDER (Signature)	
	Daniel Helmick, EVP	
(Printed name and title)	(Printed name and title)	
Alachua County Board of County Commissioners Date:		
Approved As To Form		
Alachua County Attorney's Office		
Attest		
J.K. "Jess" Irby, Esq., Clerk		
(SEAL)		

Insurance and Bonds

for the following PROJECT:

(Name and location or address)
Alachua County Judicial Justice Center Parking Structure
220 South Main Street, Gainesville, Florida 32601

THE OWNER:

(Name, legal status and address)
Alachua County Board of County Commissioners
12 SE 1st Street
3rd Floor,
Gainesville, FL 32601

THE DESIGN-BUILDER:

(Name, legal status and address) Finfrock Construction, LLC 2400 Apopka Blvd. Apopka, FL 32703

THE AGREEMENT

Standard Form of Agreement Between Owner and the Design-Builder (hereinafter, the Agreement) for the Project, dated the day of in the year . (In words, indicate day, month and year.)

TABLE OF ARTICLES

- **B.1 GENERAL**
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- **B.3 OWNER'S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company, or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below: (If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

- § B.2.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate providing coverage for claims including
 - .1 damages because of bodily injury, sickness or disease, and death of any person;
 - .2 personal injury;
 - .3 damages because of injury to or destruction of tangible property;
 - .4 bodily injury or property damage arising out of completed operations; and
 - .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.
- § B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.
- § B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.
- § B.2.1.4 Workers' Compensation at statutory limits.
- § B.2.1.5 Employers' Liability with policy limits as provided below: One Million Dollars (\$1,000,000)
- § B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.
- \S B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than One Million Dollars (\S 1,000,000) per claim and One Million Dollars (\S 1,000,000) in the aggregate.
- § B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.
- § B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
- § B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.
- § B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-

Builder's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond The Design-Builder shall provide surety bonds as follows: (Specify type and penal sum of bonds.) Type

Penal Sum (\$0.00)

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.30WNER'S INSURANCE

§ B.3.1 OCIP and Liability & Property Insurance

§ B.3.1.1 Owner Controlled Insurance Program.

- County reserves the right to implement and sponsor an OCIP (Owner Controlled Insurance Program) for this Project. The OCIP being considered is a "General Liability and Builders Risk OCIP". If the County decides to move forward with the OCIP Participation and compliance with the OCIP will be mandatory for all tiers of contractors and subcontractors. All tiers of contractors and subcontractors will be enrolled in the OCIP unless specifically excluded in writing. Enrollment in the OCIP program is required but is not
- Failure to provide required OCIP enrollment information prior to mobilization on-site could impact coverage under the OCIP. Communications from Adam Balls (the "OCIP Administrator") should be considered County communications.
- The OCIP program will provide General Liability and Excess Liability coverage for onsite operations. OCIP coverage applies only to those operations of each Enrolled Contractor performed at the Site in connection with their Work and only to enrolled contractors who are eligible for enrollment in the OCIP.

§ B.3.1.2 Owner's Liability Insurance

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

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy 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 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, earth movement, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

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- § B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.
- § B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- § B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- § B.3.2.1.5 Design-Builder reserves the right to review and approve of the insurance required under Section B.3.2.1, including without limitation all policy(ies) and endorsement(s). Design-Builder shall not unreasonably withhold such approval. Furthermore, Design-Builder shall be entitled to a mutually agreeable Change Order for compliance with such policy(ies), which shall include, at a minimum, Design-Builder's administrative costs. Design-Builder shall not be responsible for any deductible or self-insured retention under such policy(ies). Under no circumstance shall Design-Builder be required to provide any credit (premium or otherwise), unless Design-Builder receives the same from its carriers and shall be set off against any administrative burden. Notwithstanding the foregoing, in the event the policy term of any such wrap insurance fails to extend through the relevant statute of repose, the Owner agrees to release, indemnify, defend and hold Design-Builder harmless from any exposure, legal financial or otherwise, during the period of time between the expiration of such wrap insurance and the expiration of such statute of repose or other legal timing mechanism.
- § B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.
- § B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.
- § B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.
- § B.3.2.5 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, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- § B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the

cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, subsubcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance 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 B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ B.3.2.11 Owner shall provide Design-Builder with a copy of the complete policy of all insurance required to be procured and/or maintained by Owner herein. Owner shall be responsible for all premium and deductibles associated with any and all Owner-procured and/or Owner-maintained insurance, including without limitation those required in this Section B.3.2.

§ B.3.3 Within ten (10) business days of binding, but in any instance, prior to any commencement of the Work, Owner provide reasonable evidence that the Owner has secured the insurance policy(ies) required of this Article B.3. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work, or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such insurance coverage without prior notice to the Design-Builder, and any variance(s) shall not cause coverage to be less than as required by this Article B.3. If the Owner fails to furnish such evidence of coverage in a timely manner, the Design-Builder may stop work with seven (7) days' notice or exercise any other right permitted under the Contract Documents.

ARTICLE B.4SPECIAL TERMS AND CONDITIONS

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

Exhibit C: Not Used

Exhibit D: Summary of Work















Alachua County Courthouse PG

Summary of Work Project 23-2002 Gainesville, FL

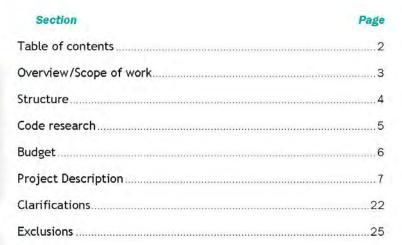
August 19th, 2024



FINFROCK

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Section One OVERVIEW/SCOPE OF WORK



OVERVIEW

FINFROCK is pleased to provide a proposal for design-build services for a project in Gainesville, Florida. This Summary of Work describes the program, design, construction, limitations, and exclusions of the proposal.

This proposal has been priced in today's dollars and is based on one continuous construction activity with no phasing of activities.

The Owner's Program includes a ground plus four elevated deck garage. Sitework is by Others.

BRIEF SCOPE OF WORK

FINFROCK will provide the following:

- Professional services including Architecture, Structural Engineering, and General Contracting of the garage.
- 2. Complete garage with approximately 500 stalls.
- 3. Rooms within the garage delivered complete:
 - a. Electric Room
 - b. Fire Pump Room
 - c. Dry Pipe Closet
- 4. Site work is by others.



Section Two STRUCTURE



- 1. Ground plus four elevated decks of parking.
- 2. Two stairs and one elevator serve this structure.
- Exterior elevations consist of a combination of walls, spandrels and shear walls.
- 4. Floor system is comprised of precast concrete double tees.
- 5. Foundations are spread footings bearing on virgin soils with a bearing capacity of 6,000 psf. and should be verified by a geotechnical engineer.



Building codes are not project specific and must be interpreted by each city, county or other jurisdiction in which the project resides. The jurisdiction does not interpret code until permit documents are submitted. Our preliminary code review indicates the following:

- 1. The Authority Having Jurisdiction (AHJ) is the City of Gainesville.
- 2. In accordance with FBC Table 705.8, adjacent construction needs to be of sufficient type and distance away from the garage to allow the garage to be constructed and remain open. This may require assumed property lines 10 ft. on each side of the garage and will need to be studied along with other buildings on site.
- Standard parking stalls of 9 ft. 0 in. by 19 ft. 0 in. is the acceptable size. We are utilizing 8 ft. 6 in. by 19 ft. 0 in. as allowed by the City of Gainesville Municode for a portion of the stalls.

In the event the Authority Having Jurisdiction requires something other than what is anticipated here, the Owner will incur additional costs.



Section Four BUDGET/ALTERNATES/ALLOWANCES



BODGET/ ALTERNATES/ ALLOWANCE











PROJECT SOFT COSTS BY OWNER

BY OWNER

- 1. Builder's risk and deductibles
- 2. Building permit and impact fees.
- 3. Tree, wetland and other environmental mitigation and impact fees.
- 4. Geotechnical explorations and reports
- 5. Property surveys.
- Material and structural inspections in accordance with the AHJ and Engineer of Record to include:
 - a. Construction material testing
 - b. Geotechnical inspections
 - c. Threshold and special structural inspections

DIVISION 1: GENERAL CONDITIONS

BY OWNER

- 1. Temporary site fencing.
- 2. Temporary water and power to Finfrock's building pad
- Stabilized haul road from public street to building footprint, construction employee parking pad, and materials staging.
- 4. Stormwater Pollution Prevention program.
- Precast trailer storage and crane staging areas, silt and temporary site fencing.

BY FINFROCK

- Jobsite requirement such as construction trailer, safety rails, temporary water, etc.
- 2. Design and administration, including:
 - a. Architectural
 - b. Structural
 - c. Cladding
- d. Specialty engineering, (e.g. curtain walls)
- e. Mechanical

- f. Electrical
- g. Plumbing
- h. Fire Protection
- 7. Site cleanup.
- 8. Equipment and tools.
- 9. Supervisory and administrative personnel.

DIVISION 2: EXISTING CONDITIONS

BY OWNER

- Project soils investigation, reporting, recommendations, material testing.
- Stabilized haul road from public street to building footprint, construction employee parking pad, and materials staging.
- 3. Temporary site fencing.
- Precast trailer storage and crane staging areas, silt and temporary site fencing.
- 5. Demolition of asphalt, trees, curbing, and other surface improvements.
- 6. Demolition of existing utilities.
- 7. Relocation of existing utilities that are not to be demolished.

BY FINFROCK

1. None.

DIVISION 3: CAST-IN-PLACE CONCRETE SPREAD FOOTINGS

- 1. Design based on 6,000 psf soils pressure.
- 2. Provide 110 lbs. of reinforcing per cu.yd, of concrete.
- 3. Top of perimeter foundations are 24 in. below finished floor.
- 4. Top of interior foundations are 42 in, below finished floor.
- 5. Excavation by FINFROCK concrete subcontractor.
- 6. Concrete is 4,000 psi.

SLAB ON GRADE

GARAGE

- 1. 5 in. (non-structural) slab on grade inside the structure footprint:
 - Include thickened slab at edge of slab where located at an entrance, exit or elsewhere vehicles will be loading the edge, at fencing locations, and CMU walls.
 - b. Include slab up to retaining wall at ramp.
 - c. Include saw cutting 12 ft. on center.
 - d. Expansion and/or control joints shall not be caulked except at structural slabs or at enclosed spaces that receive vapor barriers
 - e. Include fiber-mesh.
 - f. Include termite protection.
 - g. No vapor barrier required for exposed concrete finishes in garage spaces.
 - h. Slab on grade at dead space under the ramp up to retaining wall.

RETAIL

 Pour 4 in. (non-structural) slab on grade ribbon for storefront openings around perimeter as shown in snip below. Remaining nonhatched areas are to be left as uncompacted dirt.



OTHER SCOPE BY FINFROCK

 Wheel stops are included at first floor where a car could drive out of garage footprint, by FINFROCK.



DIVISION 3: STRUCTURAL PRECAST CONCRETE

- 1. Columns and interior column walls along ramps.
- 2. Stair tower closed to the garage and open to the street with a roof.
- 3. Elevator walls and roof.
- 4. Columns and spandrels at elevated structure.
- 5. Elevator lobby overhang.
- 6. Inverted Tee beams.
- 7. Fully pre-topped 12 ft wide double tees, no washes needed, designed to support a 3,000 lb. wheel load and 40 PSF live load to support passenger vehicles only. The structure has not been designed to accommodate heavier vehicles or stored materials, however, for additional costs, higher point loads may be accommodated.
- 8. Signed and sealed bracing plans
- Overhead chord and end connections locations to avoid pockets on the top side
- 10. Corbels, not ledges on spandrels to avoid bird perches
- 11. Curbs at ramps.
- 12. Erection of precast items listed above.



DIVISION 4: MASONRY

All masonry is to contain:

- 1. No. 5 reinforcing with grout at each corner and 48 in. on center.
- Horizontal joint reinforcing every other course and epoxy reinforcing into adjacent precast as shown.
- Neatly cut top course around precast structure, allow ¾ in. gap and seal with fire safing on both sides.
- Close up elevator frames to precast with 8 in. reinforced block.
 Provide a parged finish to mimic precast/stucco finish.
- 5. Rooms as listed in Section One.

DIVISION 5: METALS

- Powder coated aluminum stair railings designed to meet code. Submit signed and scaled shop drawings from a Florida registered engineer.
- For open stairs, which are over 36 ft. above grade, replace pickets with 1/8 in. sheet aluminum with perforations per the attached photo and sketch. Design to meet code. Submit signed and sealed shop drawings from a Florida registered engineer.
- 3. Elevator spreader beams at each floor for elevator.

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- 4. Elevator pit ladder and hoist beam each elevator pit.
- Vinyl coated 6 ft. tall black chain-link fencing with fabric-screening under ramp for access to dead space under ramp.
- Vertical picket fencing around perimeter and at interior entrances as shown on plans and elevations.
- 7. Metal Bollards on elevated garage levels

DIVISION 6: WOOD WORK

1. None

DIVISION 7: ROOFING

 White aluminum drip edge, gutter, and downspout at low end of sloped roofs.

DIVISION 7: CAULKING, COATINGS

- Place Cetco Voltex on bottom and sides of elevator shafts. Wrap adjacent foundation as required to maintain complete wrap.
- Install fillet joint at each stair railing post for positive drainage away from post.
- Per Exception 5 of FBC 715.1, fire resistant joints shall not be required in floors and ramps of open or enclosed parking garages.
- According to IBC, open garages do not require rated scalants at stairs
- For open garage where the stairs are not used by other occupants, rated joints of stair and elevator walls are not required.
- 6. Deck joints above electrical room are two-hour rated.
- Caulking is an extended life Dow silicone product (10-year warranty) at all areas except exterior panels. Typical exterior precast joints will receive acrylic texture coating on urethane.
- Stair towers structures are separated from the garage and will require 2-3 in. joints.
- 9. Provide Neogard Auto-Gard liquid applied membrane over:
 - a. Electrical Room
 - b. Fire Pump Room
 - c. Dry Pipe Closet (not shown, assume 4 ft. 0 in. x 8 ft. 0 in)
 - d. Retail Space

- 10. Provide Neogard Peda-Gard over:
 - a. Enclosed Stairs
 - b. Elevator Shaft and lobbies
- 11. EIFS banding at perimeter as shown on elevations.

DIVISION 8: STOREFRONT, DOORS, AND HARDWARE

- 1. Glass and glazing
 - a. Elevator lobbies roof level with curb
 - Two-sided, 9 ft tall non-insulated, non-impact storefront rain screen, no door
 - b. Punched openings at west and south elevations.
 - Provide electronic panie device, power transfer and power supply for entry doors. Card readers by Owner, power by Division 26
 - Basis of design is clear anodized YKK, Kawneer or Coral Architectural Products
 - d. Meet wind loads of 40/+40.
- Provide doors, frames and hardware at exterior doors that carry appropriate NOAs and/or Florida product approvals with the following:
 - Hagar or equal grade 1 mortised locksets with removable cores, one bit keying
 - b. Hagar or equal grade I 8800 exit devices at stair exits
 - c. Hagar or equal grade 1 door closers 351
 - d. Hagar or equal hinges stainless steel
 - Rockwood or equal flush bolts, door stops, wall bumpers, and kick plates
 - Pemko or equal thresholds, weather-stripping, and smoke and fire gasketing
 - g. No wire glass vision lights

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DIVISION 9: INTERIOR FINISHES

GARAGE

Item	Location	Material	Finish	Notes
Garage interior	Ceiling	Precast walls	Unpainted	
	Floor	Precast walls	Unpainted	
	Walls	Precast walls	Unpainted	
	Lite walls	Precast walls	Unpainted	
Elevator closets	Walls	8 in. CMU	Unpainted	
Stairs	Interior walls	Precast walls	Painted	Flat Finish
Elevator Iobbies	Ceiling	Precast	Unpainted	
	Floor	Precast	Unpainted	
	Walls	Precast walls and CMU/gyp board infills	Painted	
Light fixtures	Covered deck	Varies	Powder coat or baked enamel	White
Light poles	All	Aluminum	Powder coat	White
Doors/frames	All	Hollow metal	Primed and painted	
Stair rails	All	Aluminum	Powder coat	Standard colors
Stall	All	Painted	4 in. white on 6 in. black	
Non stall	All	Painted	4 in. white on black at perimeter and field at 36 in. on center	Diagonal, see photo



RETAIL SPACE

- Concrete ribbon with uncompacted dirt at remaining areas (See Div. 03).
- 2. Exposed precast for rear and side walls with no drywall partitions.
- 3. Uninsulated Double Tee structure above.



DIVISION 9: EXTERIOR FINISHES

- 1. Vinyl fencing (See Div. 05).
- Caulking is an extended life Dow silicone product at all areas except exterior panels. Typical exterior precast joints to receive urethane.
- 3. EIFS banding (See Div. 07).
- Storefront glazing at ground floor west and south elevations (See Div 08).
- Flat painted precast at all exterior walls (two standard earth-tone colors). Excessive cut ins are not included in this price. Detailed exteriors need to be developed and priced if desired. (See Div. 09).
- 6. Aluminum canopy (See Div. 10).

DIVISION 10: SPECIALTIES

- 1. Code required and basic way finding signage
- 2. Vehicular entrances:
 - a. Wall mounted sign with reflective vinyl graphics on one side and PVC clearance bar with reflective vinyl graphics suspended underneath.
- 3. Stair and room signage
- 4. Other miscellaneous interior signs:
 - a. 12 in tall long powder coated aluminum hanging sign with reflective vinyl graphics. Locate signs to provide direction to exit from each level.
 - b. Color coded level indicators at columns: 20 in. square color coded at columns on ends of lite walls each level with 12 in. tall digit indicating level.
- 5. Aluminum canopy at corner of retail space as shown on plans.

DIVISION 11: EQUIPMENT

- Provide five (5) Electric Vehicle (EV) ready stalls (assume future Level 2 Chargers), which includes secondaries to transformer, increase in main panel, distribution panel, conduit, conductor and junction box at the stall.
- 2. Access control and revenue collection system:
 - Two entrances, each entrance to have a card reader on a pedestal, proximity reader, and safety loops.
 - Pedestrian secured entrance and exit gates with powder coated aluminum (standard colors), card reader, communicating barrier gates with overhead vehicular gate and safety loops.



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- Two exits; each exit to have a card reader on a pedestal and exit verifier with credit card acceptance and communication capability.
- d. Provide software, computer and training.

DIVISION 12: FURNISHINGS

1. None.

DIVISION 13: SPECIAL CONSTRUCTION

1. None



DIVISION 14: ELEVATORS

BY OWNER

 Early release of construction funds during Design Phase to be used as Deposits to release production of elevators/escalators.

BY FINFROCK

- 1. One machine-room-less 3500 lb. 150 fpm elevator.
- 2. All elevators to have:
 - a. Standard stainless steel finishes.
 - b. Stainless paneled ceilings with downlights.
 - c. Elevators to be on emergency generator back-up.
 - d. Stainless steel frames and doors at each level.
 - e. Hall lanterns each level, showing the direction of car travel only.
 - f. Rubber flooring equal to Roppe, medium charcoal color.
 - g. Equipment located in-jamb on top level.
 - h. Twelve-month service agreement.

DIVISION 21: FIRE SUPPRESSION

GARAGE

1. Engineering and permitting fees.

- Per Florida Statute 633.334 scope of work to start 1 ft. above finished floor inside structure. Fire line to be routed from point of service to 1 ft. above finish floor by others.
- 3. Provide a standpipe system.
- 4. Provide a fire protection system.
- 5. Provide a fire pump.
- Branch lines should run parallel to double tee spans and layout at 12.
 ft. on center to center and 'fit' inside double tee voids.
- 7. Provide 10 lb. fire extinguishers sized and located per maximum travel distances and areas as required by NFPA #10, latest edition. The fire extinguisher cabinets shall be Potter Roemer or equal with all break glass in door in clear anodized aluminum finish cabinets with lockable doors. Include the cost of signage.
- Provide a wall mounted chrome fire department connection and a yard type fire department connection 60 linear feet away from the garage, along a major vehicular path.
- Locate dry pipe valves in first-floor pump room and extend multiple zones vertically to each level. An additional dry pipe closet will be located at 3rd level.

RETAIL SPACE

- 1. Engineering and permitting fees.
- Provide upright sprinkler heads with nipples for future connection by Others.
- Provide fire extinguishers sized and located per maximum travel distances as required by NFPA #10, latest edition. The fire extinguishers shall be located within aluminum finish cabinets with lockable doors equipped with breakaway panels. Include the cost of signage.



THERICH DRAW DETAIL

DIVISION 22: PLUMBING SYSTEMS

GARAGE

- 1. Engineering and permitting fees.
- 2. All tie-ins by FINFROCK plumbing subcontractor.
- 3. Low points located at CL 2, 4, and 6.
- 4. Locate keyed hose bibs end of lite walls, each level, at CL B and B6.

Storm Drain Schedule		
Location	Type/Description	
Ground floor	Area drains	
Covered levels	Slot drains at each side of low point	

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Top level	Trench drain, length as required at each side of low point
Bottom of uppermost ramp	Trench drain at each side of low point
Mid ramp of uppermost	Trench drain on one side of the ramp

- 5. If not located at lite walls, core drill pipe penetrations in deck.
- 6. Domestic water pipe to be CPVC.
- 7. Provide sump pumps for elevator shaft.

RETAIL SPACE

- 1. Assuming one tenant with one meter for entire project.
- 2. Engineering and permitting fees.
 - a. Provide 6 in. sanitary run at rear of space with invert 30 in. below finished floor to allow for future extension0
 - b. Provide 2 in. water line run at rear of space with extension and valve. Provide backflow preventer and meters at a future location to be mutually agreed upon.
 - c. Provide 4 in. condensate line at rear of space.

DIVISION 23: HVAC SYSTEMS

- 1. Engineering and permitting fees
- 2. Provide conditioned air for:
 - a. Electric Room
 - b. Elevator lobby on top level.
- 3. Provide heater for:
 - a. Fire Pump Room
 - b. Dry Pipe Closet on Level 3 (not shown, assume 4 ft. 0 in. x 8 ft. 0 in).
- Provide forced ventilation for ground level of parking garage, as it is not considered open.

RETAIL SPACE

1. None



DIVISION 26: ELECTRICAL

- 1. Engineering and permitting fees.
- 2. Temporary power to trailer and pad.
- 3. 480V electric service.
- Main service, disconnects, meter bases, grounding, feeders, panels, transformers, breakers, switches, and time clocks.
- 5. Use weatherproof boxes whenever subject to rain.
- 6. Deck lighting:
 - a. Control perimeter fixtures with timer and photo-cell.
 - b. Provide motion detector at each fixture.
 - c. The basis of design is one of the following fixtures:
 - i. ECO lighting
 - ii. Cooper Top Tier LED
 - iii. Lithonia DSXPG LED
 - iv. Lithonia PGX LED
 - v. Phillips Guardeo SVPG LED
 - d. Provide 4.5 foot-candle average and 2.0 foot-candle minimum horizontal luminance for all ramps and drive aisles. Max/Min ratio shall not exceed 6.0.
 - e. Provide 2.0 foot candle average & 1.0 foot candle minimum horizontal luminance for all parking bays. Max/Min ratio shall not exceed 6.0.
 - Emergency lighting: Provide a generator for emergency lighting and elevator recall. Assume generator will be outside of garage footprint.
 - g. Provide minimum horizontal luminance for all entries and exits (during daylight hours only) of 20.0 foot-candle or 10 times the calculated average for parking bays, whichever is greater. Provide 3.0 foot-candle average & 2.0 foot-candle minimum during nighttime hours. Consideration of daylight contribution shall be permitted for this calculation. Area of increased luminance shall be 66 ft. long by 50 ft. wide, measured from the shadow line at the portal.
 - h. Light loss factor shall be per AHJ
 - Reflectivity shall be not more than 20% for floor. 0% for ceilings and walls.

7. Stair lighting:

- a. The basis of design is LED fixtures from the same manufacturer as garage fixture. Meet IES and local codes. Lighting should be such that there are no dark spaces. Provide LED wall packs at stair towers to illuminate exit doors at ground floor.
- 8. Roof lighting:

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- a. The basis of design is LED fixtures (standard gray, unless specified otherwise,) from same manufacturer as garage fixture with 0.5 foot-candle minimum from 16 ft. to 20 ft. steel poles with 2, 3, or 4 head configuration.
- 9. Other lighting:
 - a. Illuminate exterior doors and their pathways away from building.
 - b. Exit lights to meet requirements by the AHJ, but no less than sufficient quantity and location to allow at least one exit light, less than 75 ft. away, to be seen from any and all drive isles.
 - Appropriate fluorescent fixtures for task lighting at mechanical/electrical/fire pump, and other miscellaneous rooms.
 - Four additional deck fixtures and one quad receptacle under ramp in the dead space.
- 10. Meet or exceed all local jurisdiction lighting requirements.
- Two 4 in. Tele/data conduits from 5 ft. outside of building footprint to electric room and plywood tele-board and quad receptacle.
- 12. Lightning protection system.
- 13. Power to elevator.
- 14. Power to mechanical systems described in Division 23.
- 15. Power receptacle for each stair on each floor.
- Power receptacles for electrical, fire pump, and other miscellaneous rooms. Coordinate size and locations.

RETAIL SPACE

- 1. Assuming one tenant with one meter for entire project.
- Provide two 2 in. conduit extended from retail space to the meter center on the north wall of the retail.
- 3. Provide stumble lighting for temporary occupancy as required by
- Provide gutter, distribution panel, and cabinet with 200 amp 480 volt service

DIVISION 27: COMMUNICATIONS

1. See clarifications for tie-ins to phone lines.

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DIVISION 28: ELECTRONIC SAFETY AND SECURITY

BY OWNER

1. None

BY FINFROCK

- Stand Alone Fire alarm system to monitor fire protection and elevators only.
- 2. Provide conduits for the following cameras:
 - a. One at each entrance/exit (2 total)
 - b. One outside each stair tower per level (8 total)
 - c. One outside each elevator tower per level (4 total)

DIVISION 31: EARTH WORK

BY OWNER

 Required prior to FINFROCK mobilization and grading of site: Compacted, tested, and certified building pad, to an agreed upon elevation, and certified gridline intersections located at the four corners of the garage and benchmark elevation.

BY FINFROCK

1. None

DIVISION 31.1: STORM VAULT

BY OWNER

- 1. Vault engineering
- 2. Storm piping from vault to outside garage
- Underground stomwater retention tank and associated piping, manholes, and other requirements.

BY FINFROCK

1. Elevated piping to stormwater system (connections by Others).

DIVISION 32: EXTERIOR IMPROVEMENTS

BY OWNER

- 1. Curbing, paving, striping, signage, and site lighting
- 2. Hardscape, sidewalks, landscaping, and irrigation

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- 3. Benches, trash containers, tree grates, and porte-cocheres
- 4. Dumpster enclosures, and bike racks
- 5. Retaining walls outside the footprint of the building

BY FINFROCK

1. None

DIVISION 33: UTILITIES

BY OWNER

- Utilities beyond those located in the Clarifications section and their tie-ins into existing or new lines.
- 2. Oil sand separators (if required).

BY FINFROCK

1. None

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Section Six CLARIFICATIONS

- Notwithstanding anything contained herein or elsewhere to the
 contrary it is understood that 10% retainage shall be withheld until
 the project is 50% complete, at which time no further retainage may
 be withheld. Design-builder shall be entitled to a payment of
 retainage for all funds except those equal to 150% of the actual cost
 of remaining work upon substantial completion. Owner shall
 reasonably consider early release of retainage for subcontractors
 whose scopes are completed early in the project.
- Notwithstanding anything contained herein or elsewhere to the
 contrary, it is understood that Design builder shall be entitled to
 payment for material manufactured and suitably stored off site a
 precast manufacturer's facility. Adequate insurance, security, and
 documentation evidencing transfer of ownership shall be provided to
 owner.
- 3. Notwithstanding anything contained herein or elsewhere to the contrary, including but not limited to the agreement between the parties and any exhibits contained therein, should any inconsistency, conflict or dispute arise between this Clarification Section and any such other document, then Clarification Section shall govern.
- 4. Owner to provide stabilized staging area prepared to a LBR 40 as shown on site logistics plan contract exhibit (and access road to the project) for tractor-trailers loaded with precast concrete. The staging area should be approximately 350 ft. by 100 ft. to store approximately 20 loaded trailers at a time. The area must be fenced and must contain two 24 ft. gates to secure the loads above and provide room for maneuvering.
- Owner to provide stabilized haul road prepared to a LBR 40 as shown on site logistics plan from public street to building footprint, and construction employee parking pad.
- Owner to provide 'four corners' with offsets establishing building layout from property corners.
- 7. The FINFROCK precast structure will be constructed with tolerances in accordance with PCI Handbook 7th edition section 13.3 which includes special attention to exterior walls, floor levels, door openings and expansion joint widths that are shared with other structures. Similarly, we ask that adjacent structures also pay special attention to tolerances at these shared areas. Failure to maintain planned dimensions could result in additional work on FINFROCK's part and additional costs to the Owner.
- This budget is based on schematic documents. FINFROCK will produce more detailed drawings and a guaranteed lump sum price through a two-part DBIA Contract.

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- 9. Utilities are to be coordinated.
- 10. Sales and use taxes are included in compliance with a lump sum real property contract. Precast concrete is a product manufactured specifically for this project. As a manufacturer, we pay a use tax on the direct raw materials such as sand, cement, and reinforcing steel and on the direct labor and labor related overhead which makes up only a portion of the total precast concrete cost. Engineering, concrete mixing plant, casting tables, cranes, indirect labor, hauling and erection all add to the total cost of the product. As such, we will only be able to provide a tax sayings on the use tax we would ordinarily pay for these certain direct costs. For more information please see the applicable sections of Florida Administrative Code Sections 12A-1.051 and 12A-1.043, Anything to the contrary notwithstanding, if any taxing entity should require or attempt to require tax (use, sales or otherwise) beyond as contemplated herein, by accepting this Scope of Work, you hereby agree to indemnify, defend and hold us harmless against any such claim or expenditure related to such requirement or attempted requirement, including the payment of such taxes and any and all legal fees (pre-litigation, postlitigation, during litigation and any collection costs). This requirement is hereby made a part of the Prime Contract by reference.
- 11. The Owner will provide and the Design Builder is entitled to reply on geotechnical studies in developing the foundation design for maximum benefit to the Owner. These geotechnical studies may consist of Standard Penetration Tests, Pressure Probes, Ground Penetrating Radar, mass excavations, Pile Driving Tests and others. The type, depth and frequency of test is ultimately up to the Geotechnical Engineer. Finfrock can assist in reviewing the exploration plan prior to execution by providing a proable foundation plan, loads and settlement criteria. Additional borings and testing may be required depending on type and consistancy of soils discovered. Please contact your Finfrock Representitive for more information on this important matter.
- 12. The Owner will provide, and the Design-Builder is entitled to rely on, surveys describing the property for use during design and construction, including existing service and utility lines, geotechnical studies describing subsurface conditions, temporary and permanent easements, zoning and other requirements and encumbrances affecting land use; and, to the extent available, as-built and record drawings of any existing structures at the Site; and, to the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions, in existence at the site.
- 13. In the event the Buyer requires participation in an Owner or Contractor Controlled Insurance Program or any other similar insurance program, FINFROCK will only provide credits for insurance premiums matching those actually received for such a program.

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- 14. Construction materials for work to be performed by others shall not be stored in or conveyed through the garage without written approval by FINFROCK.
- 15. Storing of heavy vehicles and/or materials in the garage may void the warranty and may result in additional costs to inspect and repair the structure, rails, doors, etc.
- 16. Any additional costs due to cleaning, restriping or repair of the garage in any way due to use of the garage by others before FINFROCK completion and turnover will be an additional cost to the Owner.
- 17. To the extent any warranty is provided in excess of one (1) year, it is understood that the bonds provided (if any) are not applicable to any duration in excess of one (1) year.

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Section Seven EXCLUSIONS

- Notwithstanding anything contained herein or elsewhere to the contrary, including but not limited to the agreement between the parties and any exhibits contained therein, should any inconsistency, conflict or dispute arise between this Exclusion Section and any such other document, then Exclusion Section shall govern.
- 2. Builder's Risk Insurance, including premiums and deductibles.
- 3. Building permit, impact fees and environmental fees.
- Localized zoning, architectural review boards, planning boards, historical districts, neighborhood planning board requirements, and campus specifications.
- Primary and secondary conduits/conductors and transformers beyond those called out for in clarifications.
- 6. Geotechnical reporting and inspections.
- Additional time and costs due to buried debris, deleterious soils, sink
 holes, settlement, shifting, heaving or other soil anomolies
 irrespective if these conditions are hidden or unique to this project.
- Testing of materials. Be advised that the geotechnical report may restrict who may be hired for geotechnical observations and materials testing.
- 9. Threshold inspection services.
- 10. FF&E other than specifically included in above narrative.
- 11. Tele/data wire to structure and final location.
- 12. Fire alarm monitoring and proprietary fire alarm panels.
- 13. Elevator monitoring.
- 14. Aerial pedestrian bridges.
- 15. Site work, civil engineering, civil fees, landscaping, and irrigation.
- 16. Site lighting.
- 17. Utilities beyond those listed under clarifications.
- 18. Retail Tenant Improvement.
- 19. Stormwater retention system under slab.
- 20. Individual water and power meters for retail spaces.
- 21. Finishes at the elevator lobbies beyond painted precast walls.
- 22. LEED design and construction.
- 23. Davis Bacon or prevailing wages.
- 24. Chain link or security fencing for site once complete.
- 25. Provision for expansion of size and foundations for future phases.

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- 26. Site exterior walls, fences and partitions.
- 27. Lockers, fencing and bike storage under garage ramp.
- 28. Grade spandrels.
- 29. Painting of standpipes.
- 30. Fire alarm systems.
- 31. Fire alarm voice evacuation.
- 32. Security, panic buttons, cameras, monitors, and recording devices.
- 33. Speed bumps
- Security design and construction other than specifically called for above.
- 35. Compliance with Al-ICA requirements.
- 36. High-rise requirements (not required for this project).
- 37. ADA/Fair Housing and accessible stall counts and locations are preliminary in garages that are segregated. We will review this requirement during design development.
- 38. Factory Mutual Insurance Requirements
- 39. Emergency Responder communication devices
- 40. Signal Survey of Public Safety Radio frequencies.
- 41. Public Safety DAS/BDA raceways, cabling and devices.
- 42. Public Safety DAS/BDA cabling and devices.
- 43. Police inspection items such as safety mirrors.
- 44. Design, inspections, or schedule attainment for any work by others, including schedule and TCO/CO attainment for FINFROCK work due to delay in work by others

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EXHIBIT E: SCHEMATIC DOCUMENTS

Exempt pursuant t execution.	o Section	119.071(3)(b)(1),	and will	be	attached	to	this	Agreement	prior to

Exhibit F: Design-Builder's Permit List



DESIGN BUILDER'S PERMIT LIST

COSTS <u>NOT INCLUDED</u> IN PRICE BUT ARE TO BE OBTAINED BY DESIGN BUILDER:

1. Building Permit

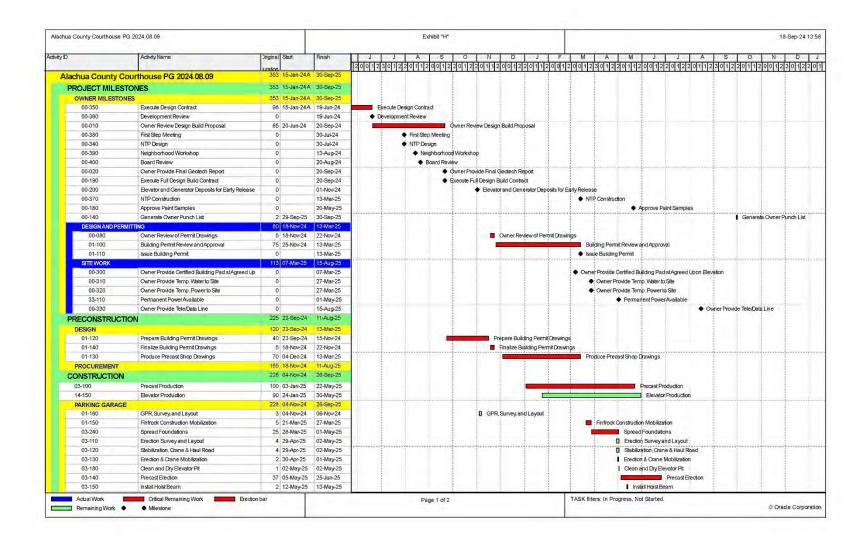
COSTS INCLUDED IN THE PRICE AND ARE BY DESIGN BUILDER:

 Subtrade permits, including fire protection, plumbing, mechanical, and electrical

COSTS NOT INCLUDED IN PRICE AND $\underline{\mathsf{NOT}}$ TO BE OBTAINED BY DESIGN BUILDER :

- 1. Site Permit
- 2. National Pollutant Discharge Eliminations System (NPDES) permit for construction activities, if applicable, from the Environmental Protection Agency
- 3. Demo/Asbestos Abatement permit
- 4. Tree Mitigation Plan

Exhibit G: Project Schedule



Nachua County Courthouse PG 2024,08,09				Exhibit "H"												8-Sep-24 13:
tyID	Activity Name	Drigina	Start	Finish	J J A :	12201	N 2 2 2 0 1 1 1 2 0 1	D .		M A 2001230122	M J	J 2201220	A S	220111	N 2 0 0 1 1 2	301122
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03-160	Install OSHA Barricades and Netting at Elevator	2	14-May-25	15-May-25		1	1 1	÷	1	1 1 1	I Install OSHA	Barricades and	Netting at Ele	vator	1	1
26-230	Install Underground Conduit		19-May-25		11 1 1	1			1		☐ Install Un	derground Cond	fuit			
09-290	Paint Samples Installed on Precast	2	19-May-25	20-May-25		1			1	1 1 1	■ Paint Sam	ples Installed or	Precast		1	1
07-140	Caulk Deck Joints		21-May-25	1 EST 200 - 1 - 1	1	1		- 1	1			The state of the s	Caulk Dec	k Joints		i
03-260	Slab on Grade at Elevator		23-May-25	117.77.00*					-	trentent	Slat	on Grade at Ele			4	ļ
22-140	Install Underground Plumbing		27-May-25		-				1		160	all Underground				1
07-150	Caulk Wall Joints		03-Jun-25	12-Aug-25	- 1	1	1 1		1	1 1 1		-	Caulk Wall	Joints	1	1
14-160	Elevator Delivery	1000	09-Jun-25	127ag 25	- 1				1		A D.	vator Delivery	Guin evan	Johns	1	1
22-150	Install Domestic Water & Hose Bibbs		10-Jun-25	30-Jun-25			1 1		1			Install Dome	rtic Milar & L	loce Pibbe	1	1
14-170	Install Elevator		10-Jun-25	12-Aug-25						4		III III DOTTE	Install Elev		-	ļ
777177	11-579-1-57-7-00		and the second second	28-Aug-25	-11	1	1 1	÷	1	1 1 1	1 -		The state of the		1	į.
03-300	Slab on Grade		19-Jun-25		-	1	1 1	1	1	1 1 1	1 7		Paint Ext	on Grade	4	1
	Paint Exterior Precast	-	24-Jun-25	19-Aug-25	4	ž.	1 1		1	1 1 1				enor Precasi		
04-140	Install CMU Rooms		26-Jun-25	10-Jul-25	1 : :	1	1 1		1	1 1 1	100	install CN		1		
08-140	Install Hollow Metal Door Frames		26-Jun-25	02-Jul-25			1					Install Hollo		rames		-
08-250	Install Storefront		26-Jun-25	17-Jul-25		1	1 1	1	1	1 1 1		İnstall			1	1
21-160	Install Fire Extinguisher Cabinets		26-Jun-25	02-Jul-25		1	1 1	- 1	1	1 1 1	1 1	Install Fire E				1
22-160	Install Storm Riser and Drains		01-Jul-25	29-Jul-25		1	1 1		-	1 1 1	1	h:			S	1
03-290	Pour Cast-In-Place Topping Slabs		03-Jul-25	07-Jul-25					1		1	☐ Pour Cast			1.	1
08-150	Install Hollow Metal Doors and Hardware		03-Jul-25	10-Jul-25			.1		1	1 1		nstall Ho	slow Metal Do	ors and Hard	tware	İ
03-310	Install Access Control	10	08-Jul-25	21-Jul-25								hsta	II Access Cont	rol	4	[
07-160	Install Neogard Coating	5	11-Jul-25	17-Jul-25			1 1		1		1	nstall	Neogard Coa	ting		
26-260	Install Light Fixtures	20	11-Jul-25	07-Aug-25		1	1 1	1	1	1 1 1			Install Light F	ixtures	1	1
09-260	Paint Metal Doors & Frames	5	11-Jul-25	17-Jul-25			1 1		1		1	■ Paint1	Metal Doors &	Frames		1
07-250	Test Waterproof Coating	- 0)	17-Jul-25			1 1	1	1		1	● TestV	Aterproof Coa	ting	1	Į.
07-240	Install Gutters and Downspouts	3	18-Jul-25	22-Jul-25					7	·	1	■ Insta	I Gutters and	Downspouts		
23-140	Install HVAC & Ventilation	10	18-Jul-25	31-Jul-25		1	1 1	1	1	1 1 1	1	- In	stall HVAC &	/entilation	1	į.
22-170	Install Sump Pump	2	04-Aug-25	06-Aug-25	1		1 1	- 1	1	1 1 1	1		Install Sump	-ump	1	1
14-190	Build out Elevator in jamb equipment room		06-Aug-25	12-Aug-25	1	÷	1 1	1	1	1 1 1	1		Build out E	evator in iam	b equipme	ntroom
26-250	Install Electrical Switch Gear	_	08-Aug-25		1	- 1	1 1	-	1		1		Install E			
26-270	Install Rooftop Pole Lights		08-Aug-25	21-Aug-25	-					1	<u>}</u>		Install R			ļ
09-280	Install Pavement Markings		08-Aug-25	12-Sep-25	-		1 1	1	1		1			nstall Paven		ns.
04-150	Install CMU Infills at Elevator		08-Aug-25	1		1	1 1		1	1 1 1	1	1 7	Install CMI	4.800		1
09-150	Install Fencing		13-Aug-25								1		Install		-	1
26-280	Install FACP and F/A Devices	_	15-Aug-25	1		1	1 1	ž.	1	1 1 1	1		☐ Iristali F/	10 Y 10 10 10 10 10 10 10 10 10 10 10 10 10	Devices	î.
10-140	Install Garage Signage		15-Aug-25	28-Aug-25						·	 	÷	install	و تناسلتان و		ļ
14-180	Elevator Final Testing and Inspections		15-Aug-25	The state of the s			1 1	i	1	1 1 1			Eleva			-
99-001	Subcontractor's Targeted Substantial Completion		13-449-23	12-Sep-25	-11 1			1	1		1		4	Subcontracto		4.
				A CONTRACTOR	-1 1 1	1	1 1	-	1	1 1	1		18			
99-002 99-006	Final Inspections (MEPFP, Fire & Building) Substantial Completion / CO	- 10	15-Sep-25	26-Sep-25 26-Sep-25			1 1	- 1	1				1 -	■ Final hs ◆ Substar		
	P. (10.10)					P	7	r					7			
Actual Work Remaining Work	Critical Remaining Work Erection	on bar			Page 2	of 2				TASK filters: In Progr	ess, Not Started	i.			2.00	de Corpor

Exhibit H: Owner's Geotechnical Report



SUMMARY REPORT OF A GEOTECHNICAL SITE EXPLORATION

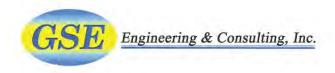
PROPOSED ALACHUA COUNTY CIVIL COURTHOUSE COMPLEX GAINESVILLE, ALACHUA COUNTY, FLORIDA

GSE PROJECT NO. 16497

Prepared For:

EDA CONSULTANTS, INC.

MAY 2024



Sergio Reyes eda consultants, inc. 720 SW 2nd Avenue South Tower, Suite 300 Gainesville, Florida 32601

Subject:

Summary Report of a Geotechnical Site Exploration Proposed Alachua County Civil Courthouse Complex

Gainesville, Alachua County, Florida

GSE Project No. 16497

GSE Engineering & Consulting, Inc. (GSE) is pleased to submit this geotechnical site exploration report for the above referenced project.

Presented herein are the findings and conclusions of our exploration, including the geotechnical parameters and recommendations to assist with building foundation, pavement, and stormwater management facility designs.

GSE appreciates this opportunity to have assisted you on this project. If you have any questions or comments concerning this report, please contact us.

Sincerely,

GSE Engineering & Consulting, Inc.

Kevin P. Fisher, E.I. Staff Engineer No. 40146

STATE OF CORLOWAL ENGINEERING

This item has been digitally signed and sealed by Kenneth L Digitally signed by Kenneth L Hill Date: 2024.05.20 16:00:35 -04'00'

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.

Kenneth L. Hill, P.E. Principal Engineer Florida Registration No. 40146

KPF/KLII:4ff Q:\Projects\16497 Proposed Alachua County Civil Courthouse Complex\16497:docx

Distribution: Addressee (1 – Electronic)

File (1)

GSE Engineering & Consulting, Inc, 5590 SW 64th Street, Suite B Gainesville, Florida 32608 352-377-3233 Phone • 352-377-0335 Fax www.gseengineering.com

Summary Report of a Geotechnical Site Exploration Proposed Alachua County Civil Courthouse Complex Gainesville, Alachua County, Florida GSE Project No. 16497

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Summary Report of a Geotechnical Site Exploration Proposed Alachua County Civil Courthouse Complex Gainesville, Alachua County, Florida GSE Project No. 16497 May 20, 2024

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- 1. Project Site Location Map
- 2. Site Plan Showing Approximate Locations of Field Tests

Summary Report of a Geotechnical Site Exploration Proposed Alachua County Civil Courthouse Complex Gainesville, Alachua County, Florida GSE Project No. 16497

1.0 INTRODUCTION

1.1 General

GSE Engineering & Consulting, Inc. (GSE) has completed this geotechnical exploration for the proposed Alachua County Civil Courthouse Complex located in Gainesville, Alachua County, Florida. This exploration was performed in accordance with GSE Proposal No. 2024-099 dated February 22, 2024. Our services were authorized on February 23, 2024.

1.2 Project Description

This project will consist of a Civil Courthouse expansion, a Parking Garage, a Central Energy Plant, and underground stormwater management facilities. The site is located on the north side of SW 4th Avenue between S. Main Street and SW 2nd Street in Gainesville, Alachua County, Florida.

You provided information about the project and site plans illustrating the locations of the proposed improvements and requested soil borings. The Civil Courthouse will be a five- to six-story structure with a two-story wing at the southeast corner. A four- to five-story wing will be constructed at the north end of the building that connects to the existing criminal courthouse. The Parking Garage will be a five-story structure. The Central Energy Plant will have perimeter containment walls that enclose electrical/mechanical equipment.

The Civil Courthouse building is expected to be a combination of reinforced concrete and steel construction. Structural loads have not been provided but are anticipated to be on the order of 250 to 750 kips for columns and 5 to 10 kips per foot for load bearing walls. The ground floor of the building will match the existing Criminal Courthouse at elevation 174.02 feet. This elevation is approximately 4 feet above site grades at the north end of the building and 9 feet above site grades at the south end of the building. We anticipate the foundations for the building will be set in native soil, and fill placed within the perimeter stem walls will support the floor slab. We have evaluated the courthouse building for a maximum tolerable settlement of 1 inch.

The Parking Garage is expected to be a pre-cast concrete structure. Structural loads were provided by Finfrock. The worst-case loads are anticipated to be on the order of 941 kips for columns and 33.3 kips per foot for shear walls. The ground floor of the garage is expected to be constructed near the existing site grades. Some filling beneath the ramp to the second floor is anticipated. We understand from Finfrock the parking garage can tolerate up to 1.5 inches of total settlement and 0.75 inches of differential settlement.

The Central Energy Plant is expected to contain steel framing that supports mechanical equipment. Chillers in the Central Energy Plant will weigh 25 kips. We anticipate structural loads for the Central Energy Plant will range from 50 to 200 kips.

The stormwater management facilities are expected to be underground systems located beneath the Parking Garage ground floor, beneath the pedestrian paths, and beneath green spaces on the property.

We used the provided information in preparation of this report.

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1.3 Purpose

The purpose of this geotechnical exploration was to determine the general subsurface conditions, evaluate these conditions with respect to the proposed construction, and prepare geotechnical recommendations to assist with building foundation, pavement, and stormwater management facility designs.

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2.0 FIELD AND LABORATORY TESTS

2.1 General Description

The procedures used for field sampling and testing are in general accordance with industry standards of care and established geotechnical engineering practices for this geographic region. This exploration consisted of performing eight (8) Standard Penetration Test (SPT) borings to depths of 53 to 60 feet below land surface (bls) within the proposed Parking Garage, eight (8) SPT borings to depths of 50 feet bls within the proposed Civil Courthouse building, three (3) SPT borings to depths of 50 to 60 feet bls at the proposed Central Energy Plant, four (4) cone penetrometer test (CPT) soundings to depths of 50 to 56 feet bls within the proposed Parking Garage, two (2) CPT soundings to depths of 52 to 53 feet bls within the proposed Civil Courthouse building, and twenty-five (25) auger borings to depths of 15 feet bls in the area of the underground stormwater management facilities.

The soil borings were performed at the approximate locations as shown on Figure 2. The borings were located at the site using the provided site plan, Global Positioning System (GPS) coordinates, and obvious site features as reference. The boring locations should be considered approximate. The soil borings were performed from March 5 through March 14, 2024. The CPT soundings were performed from March 20 through March 21, 2024.

2.2 Standard Penetration Test Borings

The soil borings were performed with a drill rig employing mud rotary drilling techniques and Standard Penetration Testing (SPT) in accordance with ASTM D1586. The SPTs were performed continuously to 10 feet and at 5-foot intervals thereafter. Soil samples were obtained at the depths where the SPTs were performed. The soil samples were classified in the field, placed in sealed containers, and returned to our laboratory for further evaluation.

After drilling to the sampling depth and flushing the borehole, the standard two-inch O.D. split-barrel sampler was seated by driving it 6 inches into the undisturbed soil. Then the sampler was driven an additional 12 inches by blows of a 140-pound hammer falling 30 inches. The number of blows required to produce the next 12 inches of penetration were recorded as the penetration resistance (N-value). These values and the complete SPT boring logs are provided in Section 5.1.

Upon completion of the sampling, the boreholes were abandoned in accordance with Water Management District guidelines.

2.3 Cone Penetration Test (CPT) Soundings

The cone penetrometer utilizes a standard cone that, because of its size, is inserted by a hydraulic ram installed on a heavy object for resistance (in this case a large truck). The cone includes two sensors. The tip sensor measures the resistance of the soil being penetrated to insertion of the cone. The second sensor, which is a sleeve on the side of the cone just above the tip, measures the frictional resistance of the soil against the sides of the cone. The advantages of using an electronic friction cone system are the ability to collect continuous data with depth, and the ability to directly measure in-situ soil resistance and correlate to modulus. The data from SPT borings are correlated to estimate soil modulus, and thus are not as precise when used for estimating foundation settlements. The disadvantage of cone penetrometer testing is that soil samples cannot be collected. Correlations between CPT soundings and SPT tests are used to estimate the soil types penetrated by the cone.

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ASTM Method D5778 governs use of the cone penetrometer. Results of the CPT soundings are provided in Section 5.2.

2.4 Auger Borings

The auger borings were performed in accordance with ASTM D1452. The borings were performed with flight auger equipment that was rotated into the ground in a manner that reduces soil disturbance. After penetrating to the required depth, the auger was retracted and the soils collected on the auger flights were field classified and placed in sealed containers. Representative samples of each stratum were retained from the auger boring. Results from the auger borings are provided in Section 5.3.

2.5 Soil Laboratory Tests

The soil samples recovered from the soil borings were returned to our laboratory, and examined to confirm the field descriptions. Representative samples were then selected for laboratory testing. The laboratory tests consisted of twenty-four (24) percent soil fines passing the No. 200 sieve determinations, twenty-four (24) natural moisture content determinations, two (2) Atterberg Limits tests, three (3) organic content tests, and seventeen (17) constant head hydraulic conductivity tests. These tests were performed in order to aid in classifying the soils and to further evaluate their engineering properties. The laboratory tests are provided in Section 5.4.

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3.0 FINDINGS

3.1 Surface Conditions

Mr. Douglas Walker with GSE visited the site on February 28, 2024 to observe the site conditions and mark the boring locations.

The site consists of existing parking lots, roadways, and open spaces adjacent to the existing criminal courthouse building. Some landscaped areas are located sporadically throughout the site. The site is bordered to the east by South Main Street, to the west by SW 2nd Street, to the south by SW 4th Avenue, and to the north by the existing criminal courthouse. SW 3rd Avenue and SW 1st Street, which run through the center of the site, will be abandoned.

The topography at the site is gently sloping down toward the south from the northern portion of the site. Regional topography is gently sloping down towards the south. The provided Topographic Survey indicates the ground surface elevations at the site are near elevations 165 to 172 feet. The area of the Parking Garage slopes gently down to the south with elevations of about 165 to 170 feet. The area of the Central Energy Plant slopes gently down to the south with elevations of about 169 to 172 feet. The area of the courthouse building slopes gently down to the south with elevations of about 165 to 170 feet.

3.2 Subsurface Conditions

The locations of the SPT borings, CPT soundings, and auger borings are provided on Figure 2. Complete logs for the borings are provided in Sections 5.1, 5.2, and 5.3. Descriptions for the soils encountered are accompanied by the Unified Soil Classification System symbol (SM, SP-SM, etc.) and are based on visual examination of the recovered soil samples, the laboratory tests performed, or correlated from skin friction and tip resistance from the CPT soundings. Stratification boundaries between the soil types should be considered approximate, as the actual transition between soil types may be gradual.

The soil borings at the building locations encountered relatively consistent subsurface conditions. The soil borings generally encountered 20 to 30 feet of sand, sand with silt and silty sand (SP, SP-SM, SM) overlying silty clayey sand (SM/SC), clayey sand (SC) and sandy clay (CL/CH) to the explored depths of 50 and 60 feet bls. Some of the clay-rich soils below a depth of 30 feet contained traces of phosphate. There were a few layers of clayey sand interbedded into the sand column at depths of about 15 feet bls.

The SPT testing indicates the sandy soils are in a loose condition to depths of 6 to 8 feet bls. The sandy soils then become medium dense to very dense. The transition to the silty clayey sand and clayey sand results in a decline in soil strength, with these materials beginning in a loose condition and then a steady increasing in relative density to a medium dense and dense condition. The heavy clays are typically stiff to hard.

The cone penetrometer soundings indicate a soil profile similar to the SPT borings, first penetrating sand (SP, SP-SM, SM) to depths of 25 to 30 feet bls overlying silty sands, clayey sands, sandy silts, and clays (SM, SC, ML, CL/CH) to the maximum explored depth of 56 feet bls. The cone soundings found a similar strength profile, beginning with loose sands becoming medium dense to very dense to about 25 to 30 feet bls. The soil strength profile weakens at about 25 to 30 feet bls where the soil transitions into the silty and clayey sands. This weak zone extends to about 35 to 40 feet bls where the soil becomes medium dense to dense to the sounding termination depths.

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The auger borings performed in areas of underground stormwater management facilities generally encountered sand, sand with silt, and silty sand (SP, SP-SM, SM) to the explored depths of 15 feet bls. Auger boring P-18 encountered interbedded clayey sand (SC) from 9 to 11.5 feet bls.

The groundwater table was encountered in the auger borings at depths of 11 to 14.5 feet bls. The groundwater depth was not determined in the SPT borings due to the mud rotary method of advancing the boreholes. The CPT soundings indicated groundwater was encountered at a depth of 5 feet bls.

3.3 Review of Published Data

The site is mapped as two soil series by the Soil Conservation Service (SCS) Soil Survey for Alachua County¹. The following soil descriptions are from the Soil Survey.

Urban land - In areas mapped as Urban land, 85 percent or more of the surface is covered with shopping centers, parking lots, buildings, streets, sidewalks, and related facilities. The natural soil cannot be observed. The few small open areas, mostly parks and vacant lots, are soils of the Arredondo, Blichton, Millhopper, Sparr, and Wauchula series. Many of these open areas have been altered by cutting and shaping or by having fill material spread on the surface. Slopes range from 0 to 2 percent.

Included with this Urban land in mapping are small areas that are only about 55 to 85 percent covered with urban facilities. Total included areas are about 15 percent.

Blichton-Urban land complex, 0 to 5 percent slopes - This complex consists of poorly drained, nearly level to gently sloping Blichton soils and Urban land. It is in irregularly shaped, relatively small areas in the southern and western parts of urbanized Gainesville.

About 50 to 85 percent of each delineation is open areas of Blichton soils. These open areas are garden, vacant lots, lawns, and playgrounds. They are so small or so intermingled with areas of Urban land that it is impractical to map them separately. About 20 to 30 percent of the soils in these open areas have been modified by cutting, grading, and spreading of soil materials during urban related construction and development.

About 15 to 50 percent of each delineation is Urban land. Urban land consists of areas covered with houses, streets, parking lots, sidewalks, industrial building, and other structures. The Urban land of this map unit is generally developed on Blichton sand or fine sand.

Typically, the surface layer of Blichton soils is dark grayish brown sand about 6 inches thick. The subsurface layer is grayish brown to light brownish gray sand to a depth of about 22 inches. The subsoil extends to a depth of 80 inches or more. The upper 6 inches is dark gray or gray sandy clay loam.

Bivans, Kanapaha, and Sparr soils make up about 10 to 20 percent of the open areas in some delineations. A few small areas of Blichton soils that have 5 to 8 percent slopes are also included.

¹ Soil Survey of Alachua County, Florida. Soil Conservation Service, U.S. Department of Agriculture.

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In the Blichton soils, the water table is within 10 inches of the surface for about 1 to 4 months during most years. During dry periods it recedes to a depth of more than 40 inches. Natural fertility is low. Organic matter content is low to moderate. Permeability of the sandy surface and subsurface layers is rapid, and it is slow to moderately slow in the loamy subsoil. Available water capacity is low in the sandy surface and subsurface layers and low to medium in the subsoil.

3.4 Laboratory Soil Analysis

Selected soil samples recovered from the soil borings were analyzed for the percent soil fines passing the No. 200 sieve, natural moisture content, constant head hydraulic conductivity, organic content, and Atterberg Limits. Samples selected for laboratory testing were collected at depths ranging from 3 to 35 feet bls. These tests were performed to confirm visual soil classification and evaluate their engineering properties. The complete laboratory report is provided in Section 5.3.

The laboratory tests indicate the tested soils consist of poorly graded sand, sand with silt, silty sand, silty sand with trace clay, clayey sand, and clay.

The tested poorly graded sand (SP) contains approximately 3.1 to 4.0 percent soil fines passing the No. 200 sieve with natural moisture contents of about 2.8 to 20 percent. The tested sand with silt (SP-SM) contains approximately 5.1 to 11 percent soil fines passing the No. 200 sieve with natural moisture contents of about 3.7 to 22 percent. The tested silty sand and silty sand with trace clay (SM) contains approximately 12 to 26 percent soil fines passing the No. 200 sieve with natural moisture contents of about 8.8 to 14 percent. The tested clayey sand (SC) contains approximately 28 percent soil fines passing the No. 200 sieve with natural moisture contents of about 16 to 51 percent. The tested clay (CH) contains approximately 87 percent soil fines passing the No. 200 sieve with a natural moisture content of about 44 percent.

The Atterberg Limits test indicate clayey sand (SC) has a Liquid Limit (LL) value of 42, Plastic Limit (PL) value 17, and Plasticity Index (PI) value of 25. This corresponds to a material with low (LL < 50) to marginal ($25 \le PI \le 35$) potential for expansive behavior².

The tested clay (CH) has 87 percent soil fines passing the No. 200 sieve with a natural moisture content of 44 percent. This soil has an LL value of 105, PL value of 31, and PI value of 74. This corresponds to materials with high potential (LL > 60 and PI > 35) for expansive behavior.

The constant head hydraulic conductivity test results indicate the near-surface poorly graded sand, sand with silt, and silty sand with trace clay (SP, SP-SM, SM) has hydraulic conductivity values of 0.6 to 29 feet per day. Tests were not conducted on the deeper clayey sand and clay due to the limitations of the test method on soils having moderate to high fines content, but these soils are expected to behave as confining soils.

The organic content determinations indicate the tested poorly graded sand, sand with silt, and silty sand (SP, SP-SM, SM) contains approximately 1.0 to 1.3 percent organic matter. Typically, soils with greater than 5 percent organic content are considered unsuitable for shallow foundation support.

² U.S. Department of the Army USA, 1983, Foundations in Expansive Soils, TM 5-818-7, p. 4-1.

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4.0 EVALUATION AND RECOMMENDATIONS

4.1 General

The following recommendations are made based upon our understanding of the proposed construction; a review of the attached soil borings, CPT soundings, and laboratory test data; and our experience with similar projects and subsurface conditions. If plans or the location of proposed construction changes from those discussed previously, GSE requests the opportunity to review and possibly amend our recommendations with respect to those changes.

The final design of a foundation system is dependent upon adequate integration of geotechnical and structural engineering considerations. Consequently, GSE must review the final foundation design in order to evaluate the effectiveness and applicability of our initial analyses, and to determine if additional recommendations may be warranted. Without such a review, the recommendations presented herein could be misinterpreted or misapplied resulting in potentially unacceptable performance of the foundation system.

The performance of site improvements may be sensitive to their post-construction relationship to site groundwater levels, seepage zones, or soil/rock characteristics exposed at final site grades. GSE recommends that use of boring/CPT sounding information for final design of all site improvements be predicated on proper horizontal and vertical control of borings/CPT soundings.

In this section of the report, we present our geotechnical parameters and recommendations to assist with building foundation, pavement, and stormwater management designs as well as general site preparation guidelines.

4.2 Groundwater

The groundwater table was encountered in the auger borings at depths of 11 to 14.5 feet bls. Groundwater was not determined in the SPT borings due to the mud rotary method of advancing the boreholes. The CPT soundings indicate groundwater is at a depth of 5 feet bls. We returned to the site on April 17, 2024 and performed three additional hand auger borings to further evaluate groundwater conditions, and groundwater was not encountered within a depth of 10 feet bls.

Based upon the soil boring and CPT sounding results, and our experience on adjacent sites, we estimate the seasonal high groundwater table will be at a depth of approximately 6 to 8 feet bls. Our estimates for the seasonal high groundwater table are indicated on the individual logs.

4.3 Building Foundations

The soil borings and CPT soundings performed at the Parking Garage, Civil Courthouse building, and Central Energy Plant found similar subsurface conditions, with loose to dense sand extending to about 25 feet below land surface overlying very loose to medium dense silty and clayey sand, clayey sand, and sandy clay. The surficial sands become medium dense to dense at about 4 to 5 feet below land surface. The soil borings encountered a weaker zone at about 30 feet below land surface, and this zone is common in this area of Gainesville and is a depositional feature. The soil below this zone then increases in strength to the soil boring termination depths. These soil conditions have the ability to support conventional, shallow foundations at relatively high soil bearing pressures.

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It is GSE's understanding the ground floor of the Civil Courthouse building will match the existing Criminal Courthouse building at elevation 174.02 feet. We have considered perimeter stem walls will be used to raise the floor elevation, with the depth of retained fill varying from about 4 to 9 feet. We have considered the perimeter foundations for all structures will be constructed in the native subgrade soils, and not in fill soils. Interior foundations may be constructed in native soils or on fill soils. Foundations for the Parking Garage and Central Energy Plant are expected to mostly be constructed in native soil.

GSE recommends the foundations for the Civil Courthouse building and Central Energy Plant be designed for a maximum allowable gross bearing pressure of 4,000 pounds per square foot (psf). The gross bearing pressure is defined as the soil contact pressure that can be imposed from the maximum structural loads, weight of the concrete foundations, and weight of the soil above the foundations. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

Due to the greater tolerable settlement, GSE recommends the foundations for the Parking Garage be designed for a maximum allowable gross bearing pressure of 6,000 pounds per square foot (psf). The gross bearing pressure is defined as the soil contact pressure that can be imposed from the maximum structural loads, weight of the concrete foundations, and weight of the soil above the foundations. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

The foundations should be embedded a minimum of 2 feet below the lowest adjacent grade. Interior foundations or thickened sections should be embedded a minimum of 18 inches. We anticipate foundation embedment will actually be on the order of 3 to 4 feet below the existing site grades. The foundations should have minimum widths of 18 inches for continuous footings and 24 inches for isolated footings, even though the maximum soil bearing pressure may not be fully developed.

Due to the mostly sandy nature of the majority of the near-surface soils, we expect settlement to be mostly elastic in nature. The majority of the settlement will occur on application of the loads, during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field and laboratory test data which we have correlated into the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be 0.75 inches or less, with approximately half of it occurring upon load application (during construction).

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. For the building pad prepared as recommended, we anticipate differential settlement of less than 1/2 inch.

Post-construction settlement of the structures will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundation; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from off-site sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

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Our settlement estimates for the structure are based upon our limited understanding of the structural loads and site grading and the use of successful adherence to the site preparation recommendations presented later in this report. Any deviation from our project understanding and/or our site preparation recommendations could result in an increase in the estimated post-construction settlement of the structure.

4.4 Parking Garage Ground Slab

We understand the Parking Garage ground slab may be supported on both native soil and fill soil. Further, stormwater management may be located beneath some of the Parking Garage ground slab. We recommend the ground slab consider the subgrade and fill soil will have a modulus of subgrade reaction (k) of 150 pounds per cubic inch (pci).

4.5 Retaining Walls

GSE recommends retaining walls and stem walls be designed to resist the lateral loads of the retained fill. For cantilever type walls retaining clean sand fill, we recommend the walls be designed assuming the retained fill will exert a later load equivalent to a fluid having a unit weight of 40 pounds per cubic foot (pcf). This considers a soil unit weight of 110 pcf and a coefficient of lateral earth pressure for the active condition, Ka, of 0.36. For braced walls (walls that are tied into the floor slab or structure), we recommend the walls be designed assuming the fill will exert a lateral load equivalent to a fluid having a unit weight of 60 pcf. This considers a soil unit weight of 110 pcf and a coefficient of lateral earth pressure for the at-rest condition, Ko, of 0.55. A friction coefficient of 0.35 can be used at the base of the foundation.

Retaining walls that will be retaining fill placed above grade will not likely have groundwater build up behind the walls. However, it is standard practice to provide some drainage relief from behind the walls, and this can consist of weep holes or a foundation drain. The above design parameters do not consider any hydrostatic pressure behind the walls.

4.5.1 Lateral Earth Pressures

Lateral earth pressures for design of below grade structures can be calculated using a hydrostatic pressure distribution from an equivalent fluid having varying densities for various conditions. These values assume native sands with an angle of internal friction of about 32 degrees, a moist unit weight of 110 pcf and a saturated unit weight of 124 pcf.

We recommend the backfill soils for below grade structures consist of clean sand having less than 10 percent soil fines passing the No. 200 sieve. The sand backfill should be compacted to at least 95 percent of the Modified Proctor maximum dry density. The following parameters consider the native soils.

Angle of Internal Friction, $\phi = 32$ degrees

Active Lateral Earth Pressure Coefficient, Ka = 0.31

Passive Lateral Earth Pressure Coefficient, $K_p = 3.25$

At-rest Lateral Earth Pressure Coefficient, Ko = 0.47

Unit Weight of Soil (Moist), $\gamma_m = 110 \text{ pcf}$

Unit Weight of Soil (Submerged), $\gamma_s = 62 \text{ pcf}$

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These values correspond to equivalent fluid densities of 35 pcf, 358 pcf, and 52 pcf for the drained (dry) active, passive, and at-rest conditions, respectively. For undrained (saturated) conditions, these values would correspond to 25 pcf, 205 pcf, and 30 pcf for active, passive, and at-rest conditions, respectively. The values do not contain a factor of safety and do not include the lateral stress from groundwater (62 pcf). An appropriate factor of safety should be used in the design. GSE recommends you design for full hydrostatic pressure even though the backfill soils may not be saturated during highwater.

Undrained conditions assume that the full water pressure can develop behind the structure, in addition to the retained earth pressure. Drained conditions assume no hydrostatic (water) pressure can develop due to positive or artificial drainage behind the structure or the absence of a water table, and includes only the moist soil earth pressure.

4.5.2 Shoring and Bracing

The contractor will be responsible to provide a safe excavation during the construction activities of the project. All excavations should be conducted in accordance with applicable federal, state, and local safety regulations, including, but not limited to the Occupational Safety and Health administration (OSHA) excavation safety standards. Excavation stability and soil pressures on temporary shoring are dependent on soil conditions, depth of excavations, installation procedures, and the magnitude of any surcharge loads on the ground surface adjacent to the excavation. Excavation near existing structures and underground utilities should be performed with extreme care to avoid undermining existing structures. Excavations should not extend below the level of adjacent existing foundations or utilities unless underpinning or other support is installed. It is the responsibility of the contractor for field determinations of applicable conditions and providing adequate shoring for all excavation activities.

If temporary shoring and bracing is required for any excavation, the system should be designed to resist lateral earth pressure of the native in situ soils they resist.

The design earth pressure will be a function of the flexibility of the shoring and bracing system. For a flexible system restrained laterally by braces placed as the excavation proceeds, the design pressures for shoring and bracing can be computed using a uniform earth pressure distribution with depth. It is recommended that well points be used to dewater around the excavations. For such dewatered excavations, we recommend using the following uniform pressure distribution over the full braced height as follows:

Uniform Soil Pressure Distribution3, p = 0.65 KoymH

Where:

p = uniform pressure distribution for design of braced excavation

Ko= At-rest Lateral Earth Pressure Coefficient, 0.47

ym = Unit Weight of Soil (Moist), 110 pcf

H = depth of excavation

³ Joseph E. Bowles (1977) Foundation Analysis and Design Second Edition, McGraw Hill, Inc., pg. 456

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Lateral pressure distributions determined in accordance with the above do not take hydrostatic pressures or surcharge loads into account. To the extent that such pressures and forces may act on the walls, they should be included in the design. An appropriate factor of safety should be applied for the design of the braced excavation.

Construction equipment and excavated fill should be kept a minimum distance of 5 feet from the edge of the braced or shored excavation. Stockpiled material placed adjacent to (5 feet away from) the braced or shored excavation should have a minimum slope of 2 horizontal to 1 vertical.

4.6 Flexible Pavement

We understand the project may include incidental asphalt pavement. Overall soil conditions encountered by our borings at this site are suitable for supporting conventional limerock base and asphalt wearing surface pavements. We have not been provided the anticipated traffic loading conditions; therefore, the following pavement component recommendations should be used only as guidelines. The below recommendations are intended to be minimums. Increasing base course and asphalt thicknesses would increase the design life of the pavement.

We recommend a minimum separation of 24 inches be present between the bottom of the base course and the top of the clay-rich soils containing greater than about 25 percent soil fines. Review of the boring logs suggests this separation will likely be present across the project site.

4.6.1 Stabilized Subgrade

If a crushed limerock or recycled concrete base is used, we recommend a stabilized subgrade be located beneath the base. The stabilized subgrade should have a minimum Limerock Bearing Ratio (LBR) of 40, with minimum thicknesses of 6 inches for automobile parking areas and 12 inches for driveways.

The stabilized subgrade can be imported material or a mixture of imported and on-site material. If a mix is proposed, a mix design should be performed to determine the optimum mix proportions. The stabilized subgrade should be compacted to a minimum of 98 percent of the Modified Proctor maximum dry density (ASTM D1557) for soils with less than 15 percent fines content. Soils with 15 percent or greater fines content should be compacted to 100 percent of the Standard Proctor maximum dry density (ASTM D698).

4.6.2 Base Course

The base course can consist of either crushed limerock, soil cement, or recycled concrete. If you should use a soil cement base course, a stabilized subgrade is not required.

Limerock should have a LBR of at least 100, be obtained from a FDOT approved source and meet FDOT gradation requirements. The base course thickness should be a minimum of 6 inches in automobile parking areas, and 8 inches in driveway areas. The base course should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D1557). We recommend a minimum 24 inches separation between the bottom of the limerock base course and the estimated seasonal high-water table. If site grading does not allow for this separation, we recommend underdrains be considered.

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Soil cement can consist of an imported material or a blend of the on-site soils and cement. A mix design should be performed to determine the optimum cement content. We recommend the soil cement have a minimum 28-day compressive strength of 500 psi. Soil cement can be blended offsite (in a pug mill) or on site. Soil cement pills should be cast from each day's production to verify the recommended compressive strength has been achieved at 28 days. We recommend the soil cement base course be a minimum of 8 inches thick throughout the project. We recommend a minimum 18 inches separation between the bottom of the soil cement base course and the estimated seasonal high-water table. If site grading does not allow for this separation, we recommend underdrains be considered.

Recycled concrete should have an LBR of at least 150, be obtained from a FDOT approved source and meet FDOT gradation requirements. The base course thickness should be a minimum of 8 inches. The base course should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D1557). We recommend a minimum 12 inches separation between the bottom of the recycled concrete base course and the estimated seasonal high-water table. If site grading does not allow for this separation, we recommend underdrains be considered.

4.6.3 Wearing Surface

The asphalt-wearing surface should consist of an FDOT Type SP Hot Mix Asphalt mixture. For automobile parking areas, the thickness should be a minimum of 1.5 inches. For driveway areas, the thickness should be a minimum of 2 inches. The asphalt-wearing surface should consist of an SP-12.5 mix. The asphalt should be compacted to at least 95 percent of the mix design density.

The constructability of differing asphalt thicknesses may be difficult, and having a uniform 2-inchthick asphalt wearing surface may be more practical.

4.7 Rigid Pavement

Concrete pavement is a rigid pavement that results in smaller load transfers to the subgrade soils than flexible pavement. For concrete pavement subgrade, we recommend using the existing surficial sands or recommended clean sand (SP) fill, compacted to at least 98 percent of the Modified Proctor maximum dry density without additional stabilization with the following stipulations:

- 1. Subgrade soils must be compacted to at least 98 percent of Modified Proctor maximum dry density to a depth of at least 2 feet prior to placement of concrete.
- The surface of the subgrade soils must be smooth and any disturbances or wheel rutting corrected prior to placement of the concrete.
- 3. The subgrade soils must be moistened prior to placement of concrete.
- Concrete pavement thickness should be uniform throughout, with the exception of thickneed edges (curb or footing).
- The bottom of the pavement should be separated from the estimated seasonal high groundwater level by at least 18 inches.
- Limerock or any other impermeable base is not suitable unless it meets the minimum recommended permeability of 10 feet/day.

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7. The upper 12 inches of subgrade underlying the base course must also be "free-draining" and water that enters the base and subgrade must be allowed to seep out by gravity or if this is not possible, underdrains must be incorporated into the subgrade. A "bathtub" condition within the base/subgrade must be avoided.

Our recommendations for slab thickness for both light-duty and heavy-duty concrete pavements is based on a.) subgrade soils are compacted to 98 percent of the Modified Proctor maximum dry density, b.) modulus of subgrade reaction (k) of 150 pounds per cubic inch, c.) a 20-year design life, and d.) previously stated design parameters. For an anticipated light-duty traffic group, a minimum pavement thickness of 5.5 inches is recommended, using Table 2.4 from the ACI 330 Guide for Design and Construction of Concrete Parking Lots, ACI 330R-01. For an anticipated heavy-duty traffic group, a minimum pavement thickness of 8 inches is recommended, using Table 3.4 from the FDOT *Rigid Pavement Design Manual*, January 2019.

We recommend using concrete with a minimum 28-day compressive strength of 4,000 pounds per square inch and a minimum 28-day flexural strength (modulus of rupture) of at least 600 pounds per square inch based on the third point loading of concrete beam test samples. Maximum control joint spacing of 12.5 by 12.5 feet is suggested for light-duty concrete pavements. Maximum control joint spacing of 15 by 15 feet is suggested for heavy-duty concrete pavements. Layout of sawcut control joints should form square panels, and the depth of sawcut joint should be at least 1/4 of the concrete slab thickness. The joints should be sawed within six hours of concrete placement or as soon as the concrete has developed sufficient strength to support workers and equipment.

For further details on concrete pavement construction, refer to "Guide to Jointing Non-reinforced Concrete Pavements" published by the Florida Concrete and Products Associates, Inc. and "Building Quality Concrete Parking Areas," published by the Portland Cement Association.

4.8 Site Preparation

Normal, good practice site preparation procedures are recommended to prepare the surficial soils for foundation construction. The following recommendations are our general guidelines for site preparation.

4.8.1 Stripping

Strip the construction limits and 10 feet beyond the perimeter of all grass, roots, topsoil, pavement, concrete and other deleterious materials. You should expect to strip to depths of 12 or more inches. Deeper stripping will likely be necessary due to major root systems or existing infrastructure present at the site.

4.8.2 Dewatering

Temporary dewatering will likely not be necessary for this project. If needed, we anticipate dewatering can be accomplished with sumps placed near the construction area, or with underdrains connected to a vacuum pump.

In any case, the site should always be graded to promote runoff and limit the amount of ponding. Localized ponding of stormwater is expected without proper grading during construction and could render previously acceptable surfaces unacceptable.

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4.8.3 Proof-Rolling

Proof-roll the subgrade with heavy rubber-tired equipment, such as a loaded front-end loader or dump truck, to identify any loose or soft zones not found by the soil borings. The proof-rolling should be monitored by a geotechnical engineer or qualified technician. Undercut or otherwise treat these zones as recommended by the geotechnical engineer in this report.

4.8.4 Proof Compaction

Compact the subgrade to a density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D1557). The specified compaction should be obtained to a depth of 1 foot below the foundation bottoms and the existing grade prior to placing fill. Vibratory roller equipment should not be used within approximately 100 feet of existing structures. Lighter "walk-behind" compaction equipment may be used to achieve the degree of compaction.

4.8.5 Fill Placement

Fill placed to raise the site grades above existing grades can be imported or on-site materials and should consist of clean sand having less than 10 percent passing the No. 200 sieve. The fill should be placed in maximum 12-inch loose lifts that are compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D1557). If lighter "walk-behind" compaction equipment is used, this may require lifts of 4 inches or less to achieve the required degree of compaction.

4.9 Quality Control and Construction Materials Testing

It should be noted that the geotechnical engineering design does not end with the advertisement of the construction documents. As the geotechnical engineer of record, GSE is the most qualified to perform the construction materials testing that will be required for this project. The benefits of having the geotechnical engineer of record also perform the construction materials testing are numerous. If GSE continues to be involved with the project through construction, we will be able to constantly re-evaluate and possibly alter our geotechnical recommendations in a timely and cost-effective manner once final design and construction techniques are developed. This often results in cost savings for the project.

We recommend performing compaction testing beneath the concrete floor slab and the building foundations. We recommend one test be performed every 50 linear feet of continuous footing and every other column footing, per foot depth of fill or native material. We recommend a compaction test be performed for each 2,500 square feet of floor area or 10,000 square feet of pavement area per foot of fill or native material, or a minimum of three tests each, whichever is greater. Test all footing excavations to a depth of 12 inches at the frequencies stated above or per foot of backfill, where required.

4.10 Stormwater Management

The soil conditions at the auger boring locations generally encountered sandy soil to the explored depths of 15 feet bls. The depths of the confining layer were determined from the deeper SPT borings performed in close proximity.

The groundwater table was encountered in auger borings at depths of 11 to 14.5 feet bls at the time of our exploration. The groundwater table was detected in the cone soundings at depths of 5 feet bls. Additional hand auger borings did not encounter groundwater within a depth of 10 feet bls. Estimates for the seasonal high groundwater tables are presented on the individual boring logs.

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The constant head hydraulic conductivity test results indicate the near-surface poorly graded sand, sand with silt, and silty sand with trace clay (SP, SP-SM, SM) has hydraulic conductivity values of 0.6 to 29 feet per day. Tests were not conducted on the deeper clayey sand and sandy clay due to the limitations of the test method on soils having moderate to high fines content, but these soils are expected to behave as confining soils.

Based upon our findings and test results, our recommended soil parameters for the stormwater management design in the explored areas are presented in Table 1 below. The recommended parameters consider the results of the permeability tests, wash 200 determinations, and our experience with these types of soils. The parameters below do not consider a factor of safety.

	Table	1: Soil Par	ameters for	the Stormwa	iter Managen	rent Design		
Boring Number	K _h (fl/day)	Average K _b (ft/day)	Average K _v (ft/day)	Confining Layer Depth (ft)	Average Confining Layer Depth (ft)	Average Seasonal High Groundwater Table Depth (ft)	Average Porosity (%)	
P-1	0.9	1	0.5	27	25	8	25	
P-2	NT	1.	0.0	24	2.5	0.	Lu	
P-3	2.3			24			-	
P-4	12		6	24				
P-5	26	9		24	B	8	25	
P-6	NT			24	23			
P-7	NT			23		0		
P-8	0.6			23				
P-9	4.1			23				
P-10	NT			23				
P-11	2.3			23	23	8		
P-12	17	13	10	24			25	
P-13	NT		10	23		0	23	
P-14	19			24				
P-15	13			23		-	-	
P-16	NT	-11-	8	23	23	8	25	
P-17	8.8			23				
P-18	29	10	18 14 28 28	8	26			
P-19	9.7	18		28	28	0	25	
P-20	19			28				
P-21	NT	18	14	28	28	8	25	
P-22	18		14	28	28	0		
P-23	17			28				
P-24	NT	10	13	23	72	8	25	
P-25	19	19	14	23	23	8	25	

^{*} NT - Not Tested

It is our opinion the native subgrade soils can be considered to have a minimum soil bearing capacity of 3,000 psf for the design of underground stormwater system foundations.

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4.11 Fill Suitability

The soils encountered at this site within the explored depths range from sands (SP) to clays (CL/CH). A discussion of the suitability for reuse as structural fill for each soil classification according to the Unified Soil Classification System (USCS) designation is provided below.

SP, SP-SM – Sands (SP) and sand with silt (SP-SM) have less than 5 percent and 12 percent soil fines passing the No. 200 sieve, respectively, and are typically well draining soils that are suitable for reuse as structural fill. The sands with silt may require moisture conditioning (drying) to make the material more workable. These soils will require stockpiling and drying before they are reused if they are excavated from below the water table.

SM – Silty sands (SM) can have between 12 percent and 50 percent soil fines passing the No. 200 sieve. Silty sands are typically non-plastic or have low plasticity and can be reused as structural fill with precautions. Silty sands can be moisture sensitive and difficult to work and compact and can rut if the moisture content is near or above the optimum moisture content. We recommend these soils be moisture conditioned (dried) so that the moisture content during use is at or below the optimum moisture content. Aerating and exposure to the sun is typically the most effective methods of drying these soils. It may not be practical to reuse these materials during the wet season, as frequent rain showers may not allow these soils to dry to a workable moisture content.

Suitable silty sands are limited to soil having less than 30 percent soil fines passing the No. 200 sieve. Silty sands with more than 30 percent soil fines are especially moisture sensitive, and are not recommended for reuse as structural fill. These soils will behave more as sandy silt, and for this reason, very silty sands having more than 30 percent soil fines passing the No. 200 sieve have been assigned a dual classification of SM/ML. Silty sand soils that are excavated from below the water table are not recommended for reuse as structural fill due to the amount of time that will be required to dry these soils to a workable condition.

SC – Clayey sand (SC) soils can have between 12 percent and 50 percent soil fines passing the No. 200 sieve. Clayey sands can have a high range of plasticity, varying from a non-plastic to highly plastic. Friable clayey sands are typically suitable for use as structural fill with precautions. Clayey sands will be moisture sensitive and difficult to work and compact and can rut during placement if the moisture content is near or above the natural moisture content. We recommend these soils be moisture conditioned (dried) so that the moisture content during use is at or below the optimum moisture content. Aerating and exposure to the sun is typically the most effective methods of drying these soils. It may not be practical to reuse these materials during the wet season, as frequent rain showers may not allow these soils to dry to a workable moisture content.

Suitable clayey sands are limited to soil having less than 25 percent soil fines passing the No. 200 sieve. Clayey sands with more than 25 percent soil fines passing the No. 200 sieve are especially moisture sensitive and are typically highly plastic, and are not recommended for reuse as structural fill. These soils will behave more as sandy clay, and for this reason, very clayey sands having more than 25 percent soil fines passing the No. 200 sieve have been assigned a dual classification of SC/CH or SC/CL. Clayey sand soils that are excavated from below the water table are not recommended for reuse as structural fill due to the amount of time that will be required to dry these soils to a workable condition.

ML, MH, CL, CH - Silts and clays are not suitable materials for reuse as structural fill.

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When using on-site soils as fill materials, we recommend the silty and clayey sand soils (SM, SC) be used in the lower depths of the fill. Sand and sand with silt (SP, SP-SM) should be used in the upper portions of the fill. We recommend a minimum of 2 feet of sand (SP, SP-SM) cover the silty and clayey sand fill materials to reduce the potential for soggy surface conditions due to the low permeability characteristics of the silty and clayey sand materials.

4.12 Surface Water Control and Landscaping

Roof gutters should be considered to divert runoff away from the buildings. The gutter downspouts should discharge a minimum of 10 feet from the structure to reduce the amount of water collecting around the foundations. Where possible, the gutter downspouts should discharge directly into the storm sewer system or onto the asphalt paved areas in order to reduce the amount of water collecting around the foundations. Grading of the site should be such that water is diverted away from the building on all sides to reduce the potential for erosion and water infiltration along the foundation.

With respect to landscaping, it is recommended that existing and planted trees and large "tree-like" shrubbery with potential for developing large root systems be planted a minimum distance of half their mature height, and preferably their expected final height, away from the structure. The purpose of this is to reduce the potential for foundation or slab movements from the growth of root systems as the landscaping matures. Consideration should also be given to using landscaping that has a low water demand, so that excessive irrigation is not conducted around the structures.

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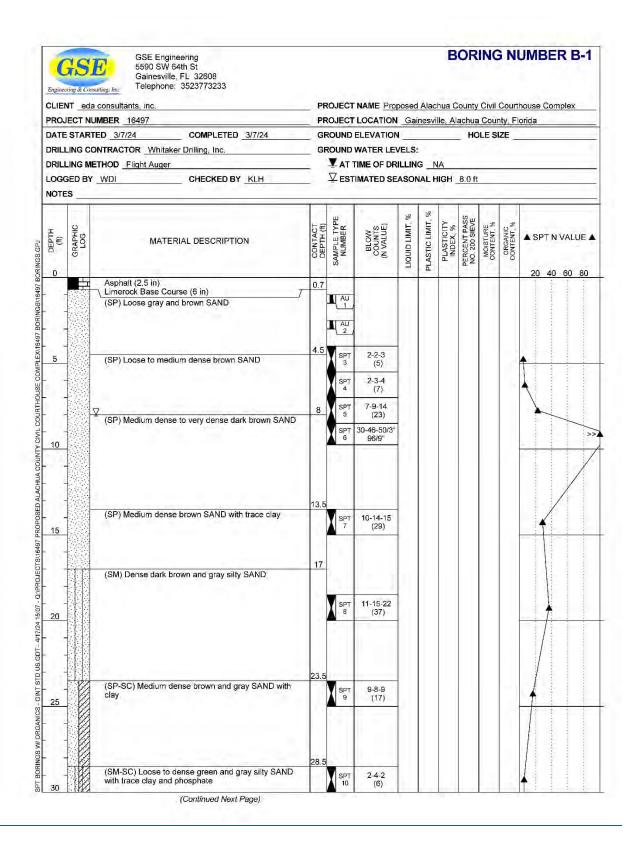
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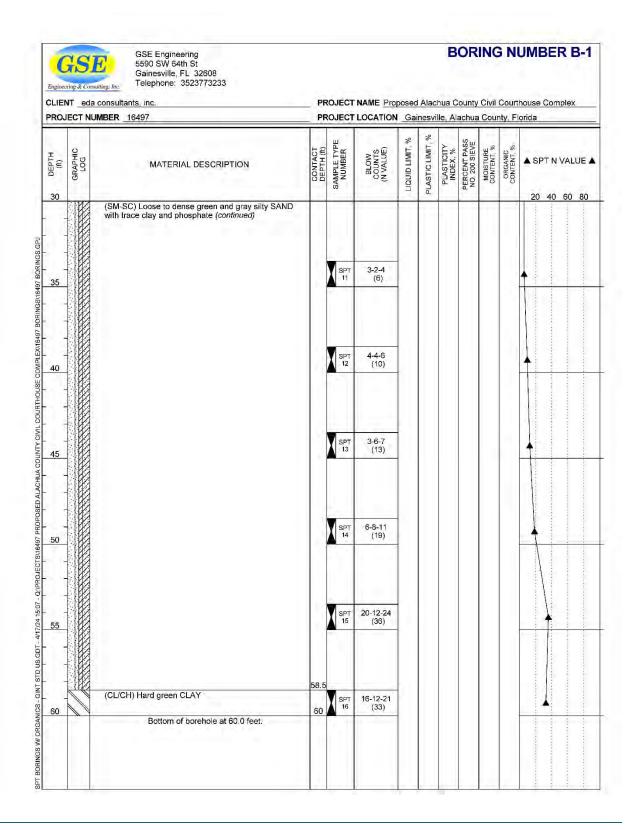
5.0 FIELD DATA

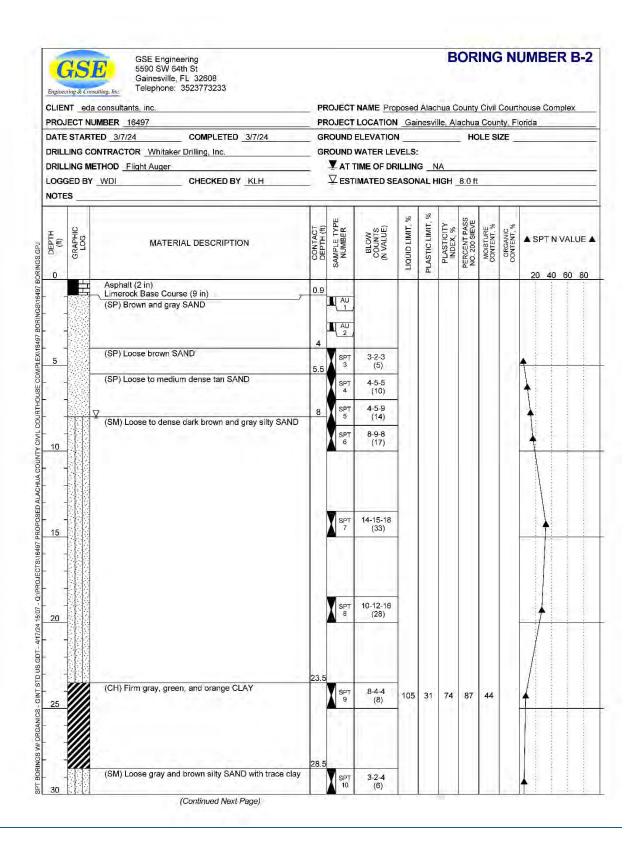
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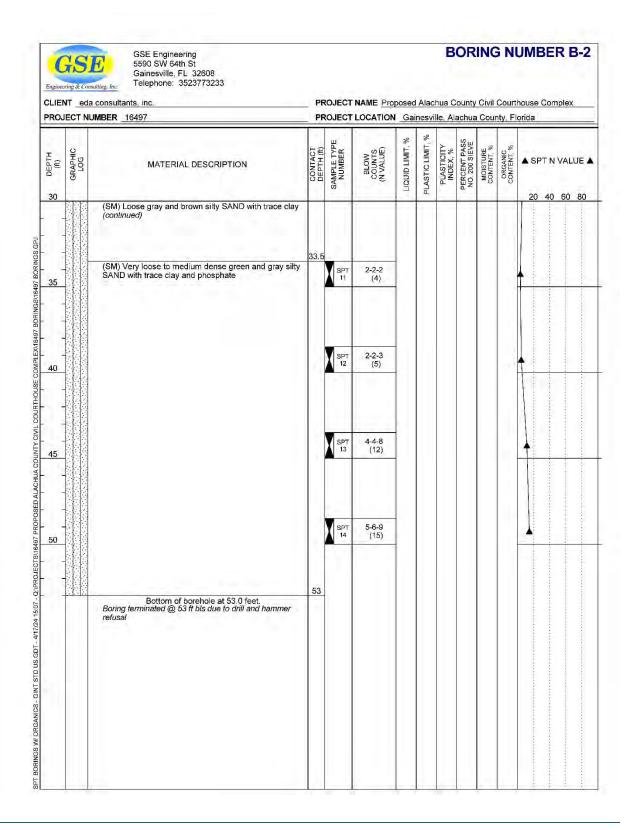
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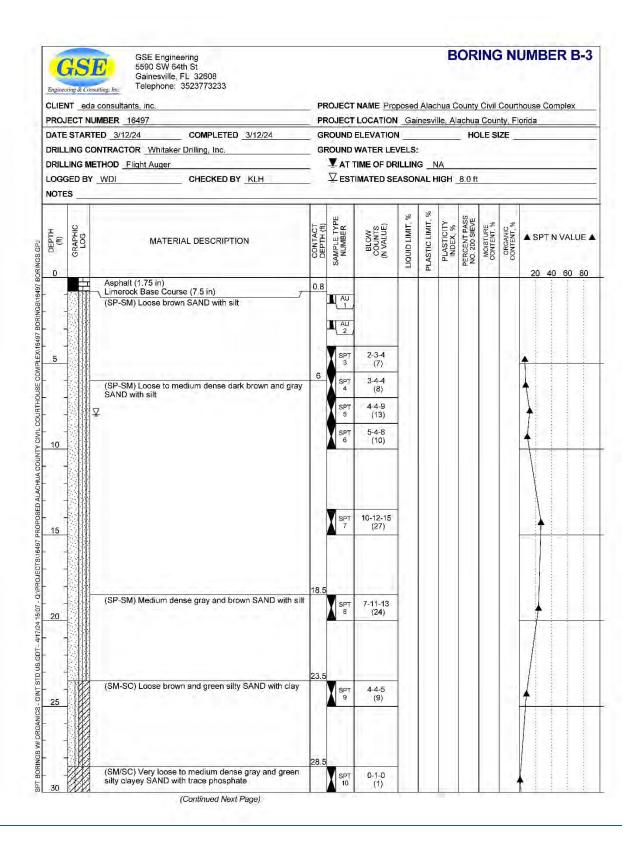
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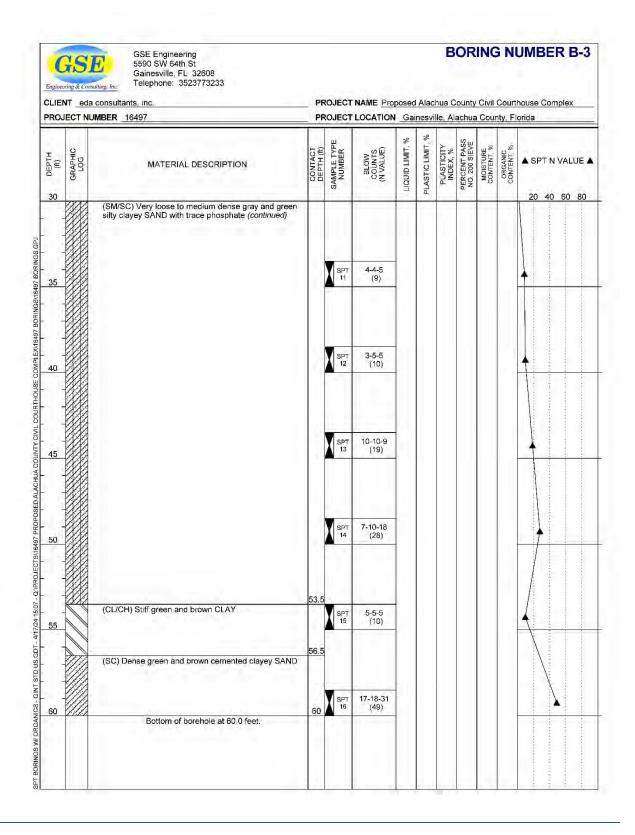


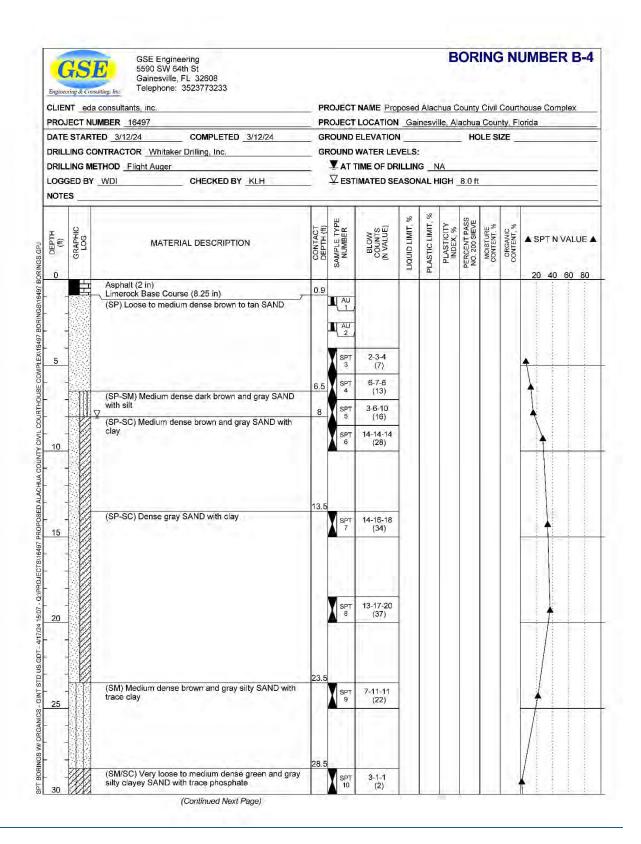


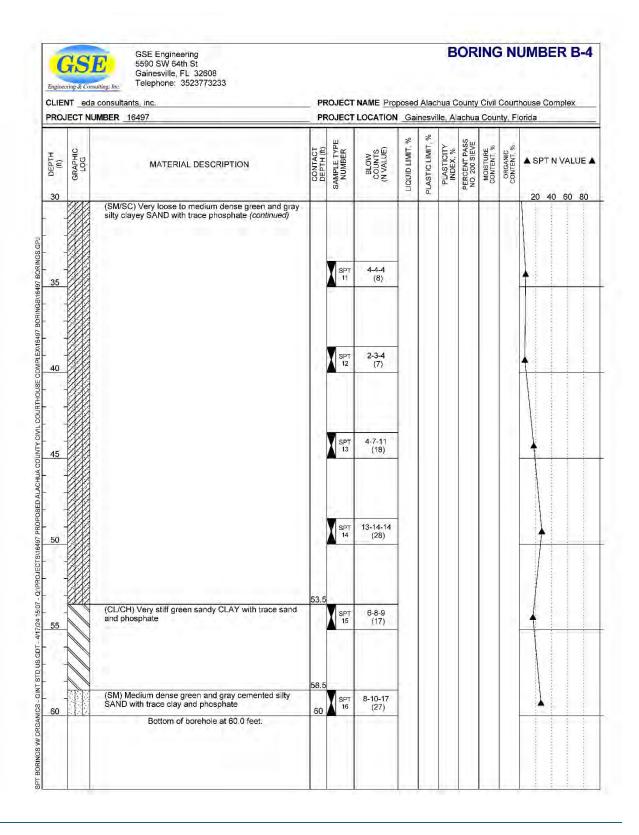


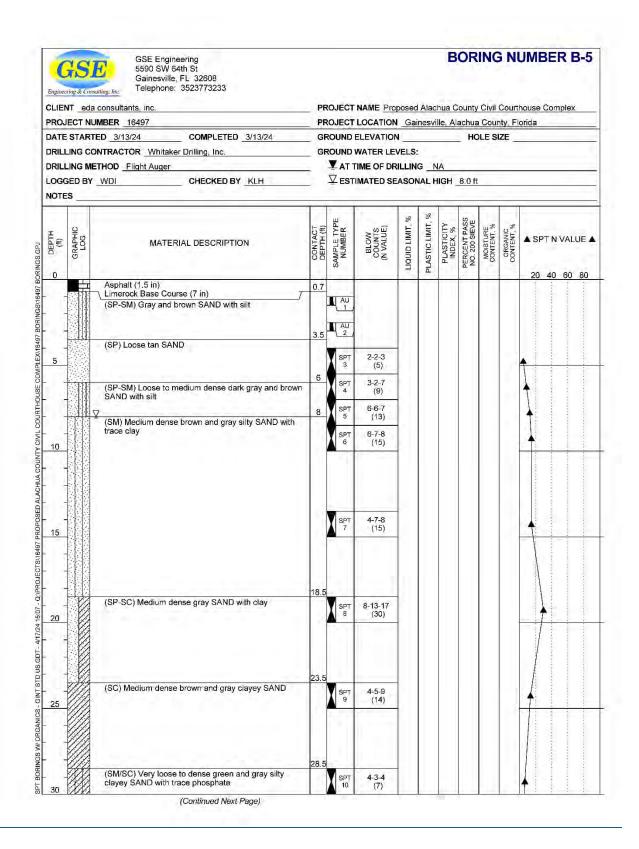


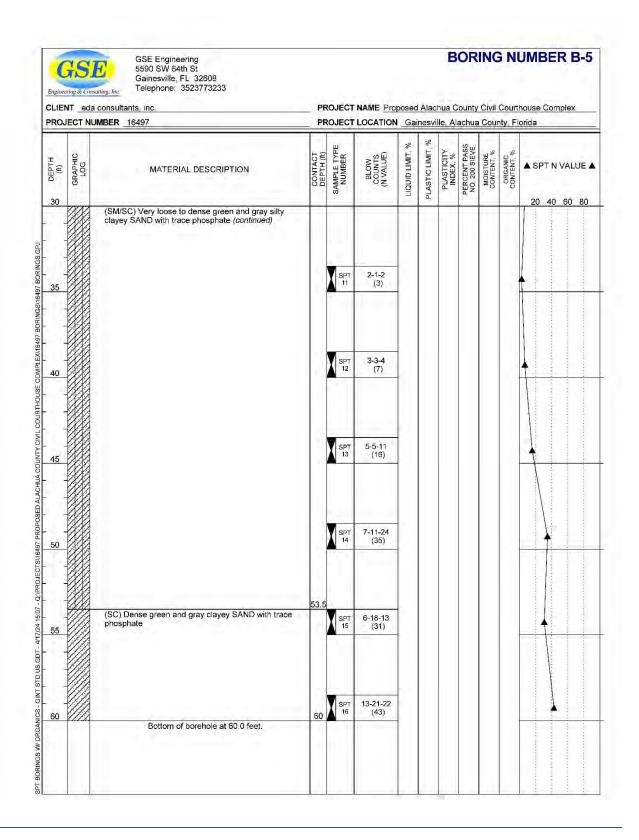


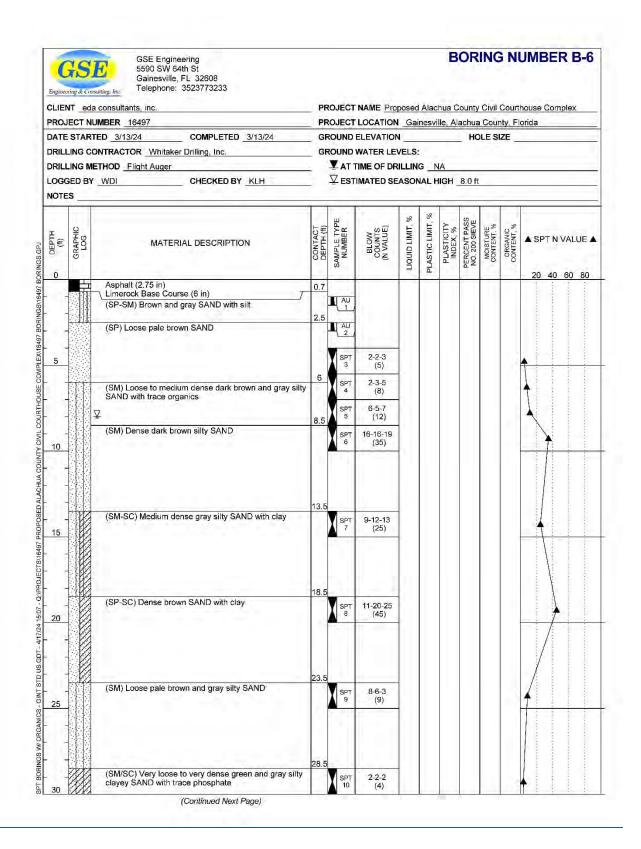


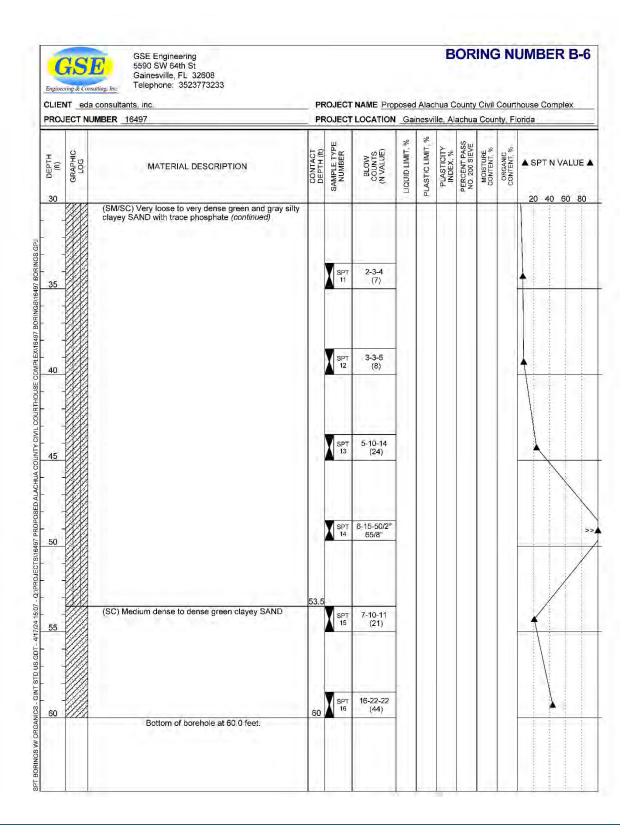


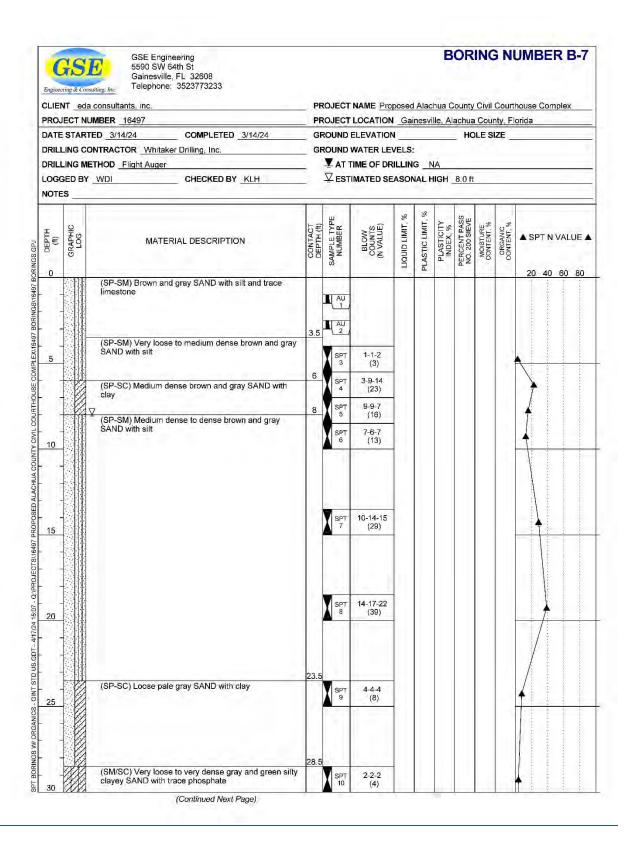


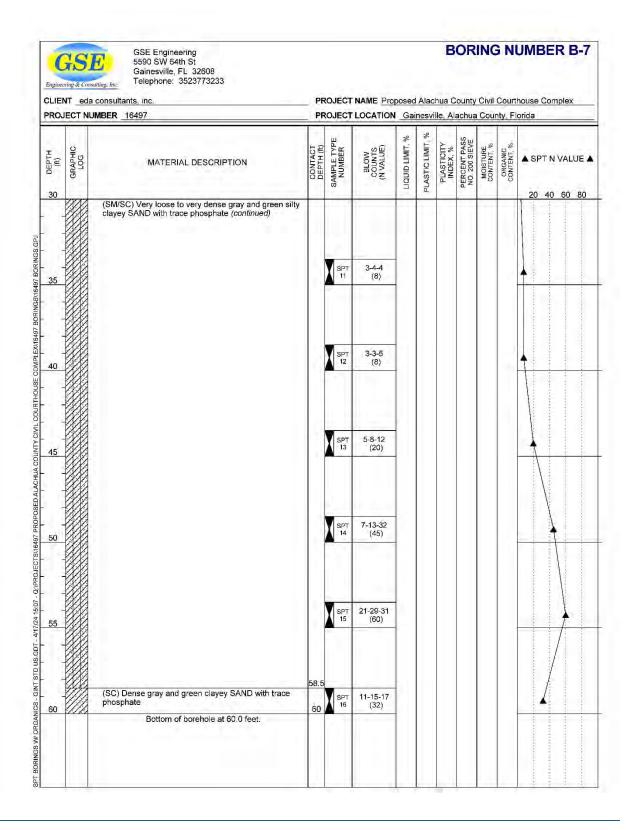


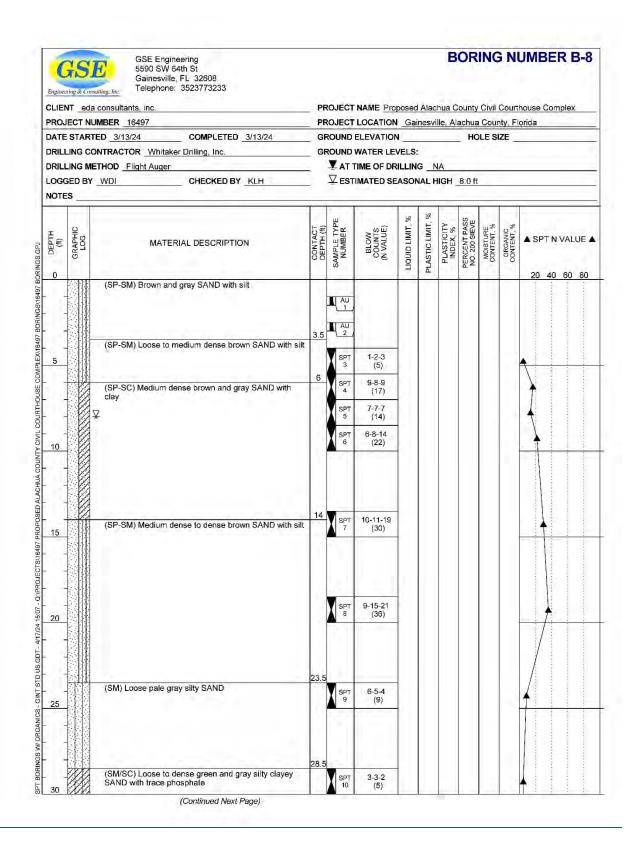


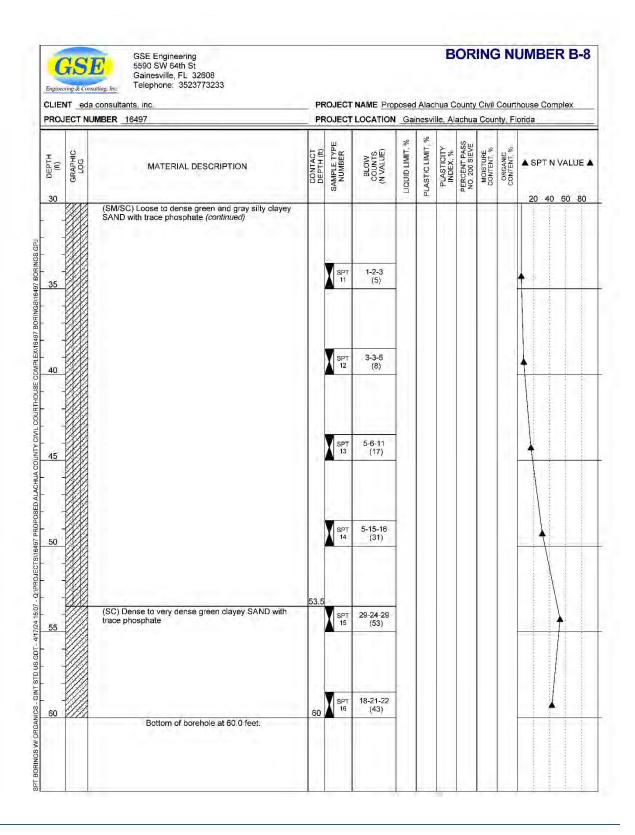


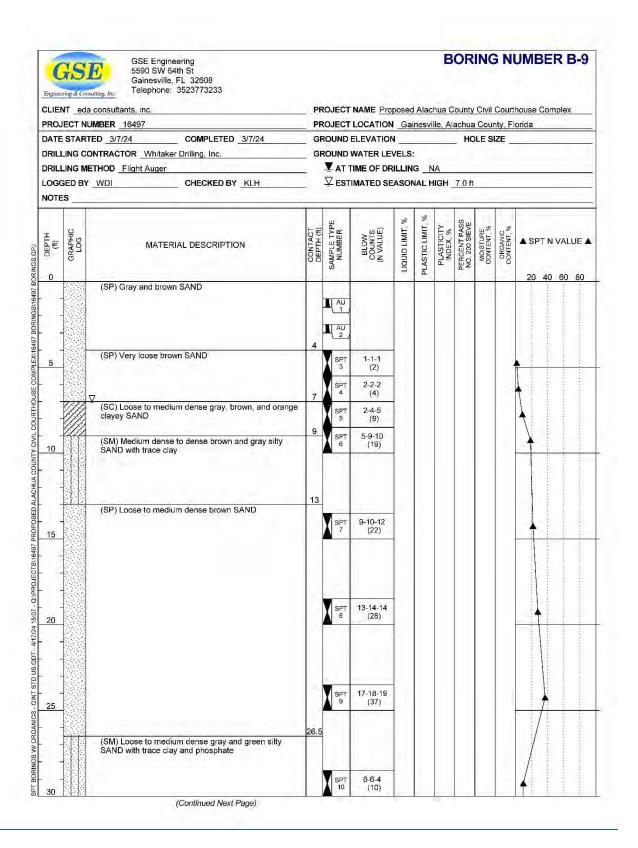




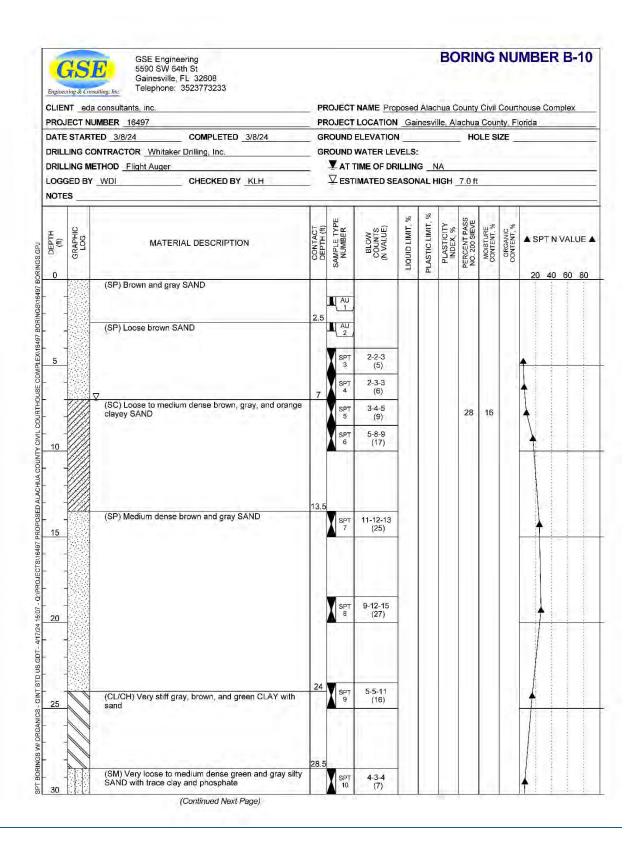




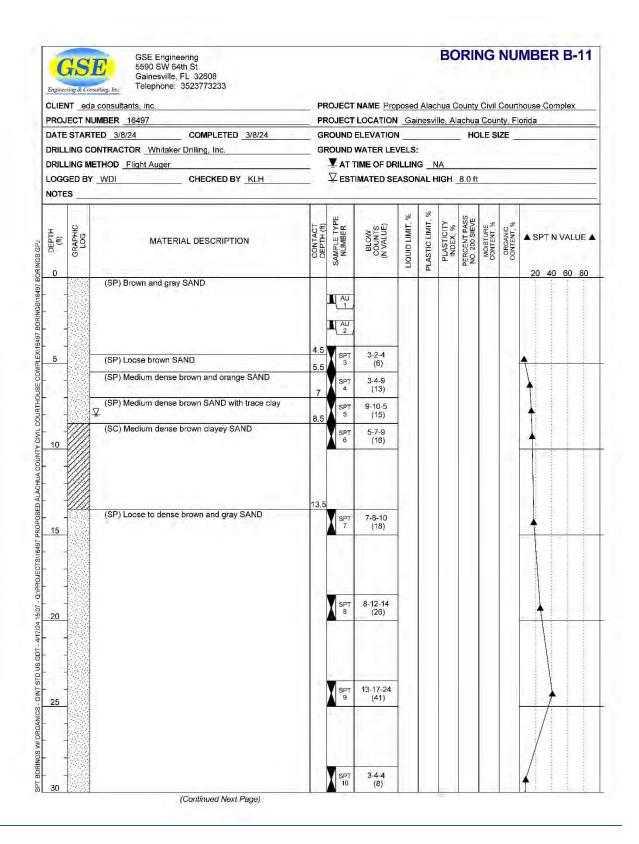


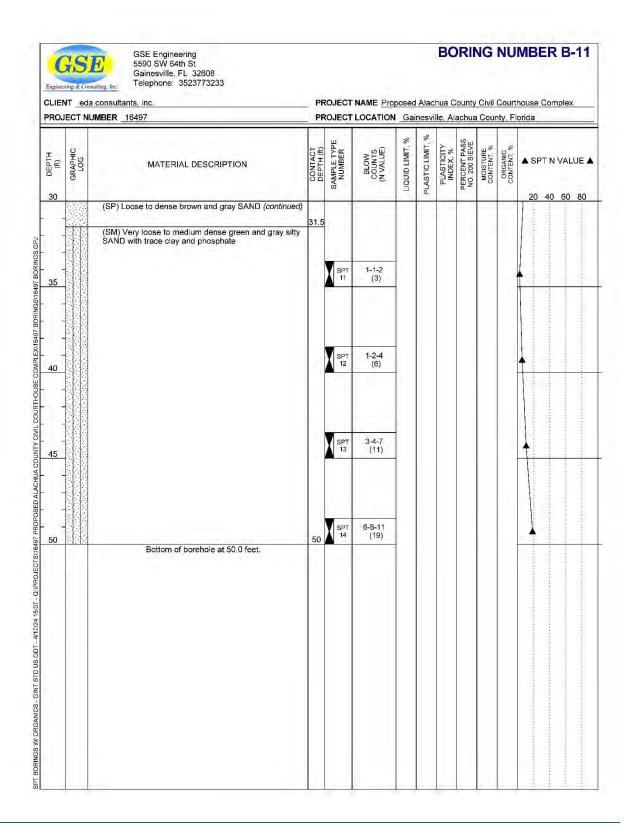


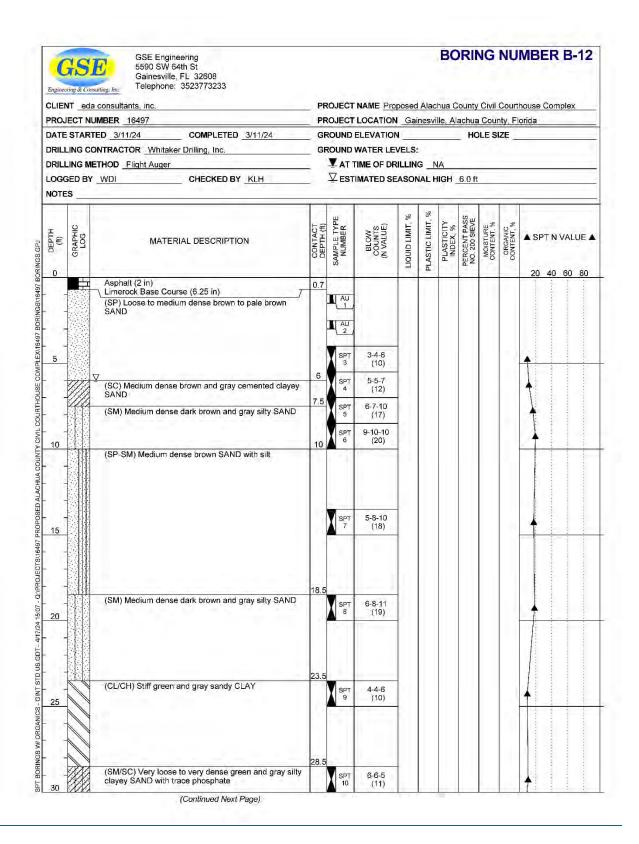
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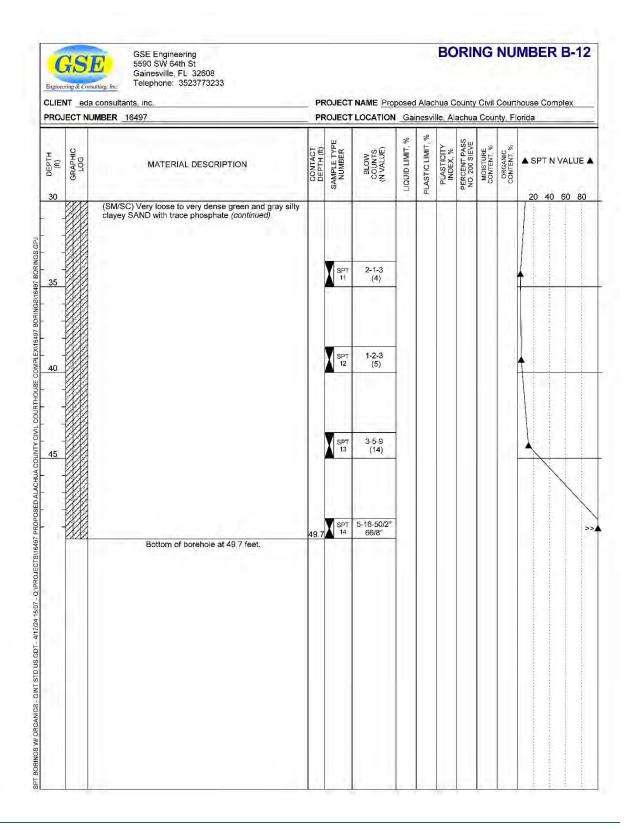


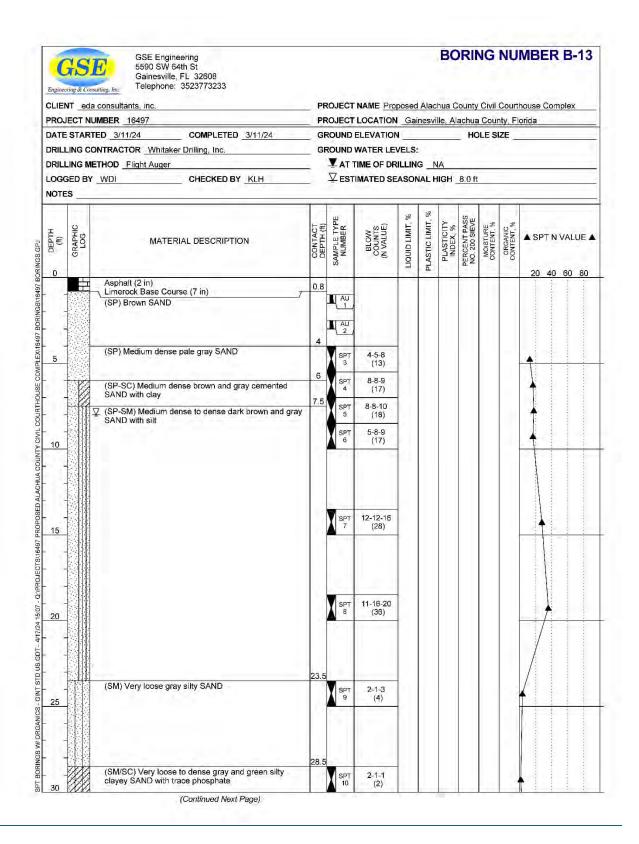
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H (ii)	GRAPHIC	MATERIAL DESCRIPTION (SM) Very loose to medium dense green and gray silty	CONTACT DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	LIQUID LIMIT, %	PLASTIC LIMIT, %	PLASTICITY INDEX, %	PERCENT PASS NO. 200 SIEVE	MOISTURE CONTENT: %	ORGANIC CONTENT, %	▲ SPT N VALUE 4	
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40			G	SPT 12	3-4-4 (8)							A	
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50		Bottom of borehole at 50.0 feet.	50	SPT 14	13-10-10 (20)								

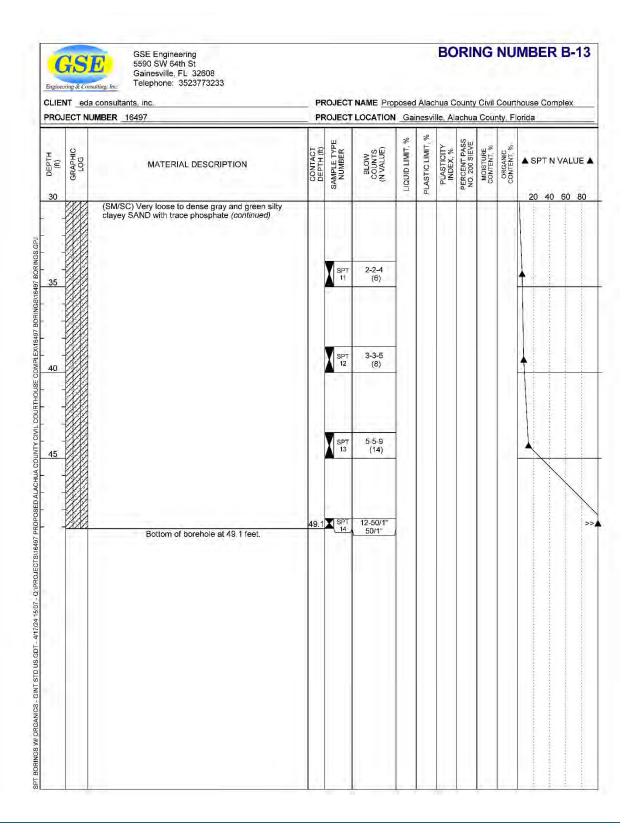


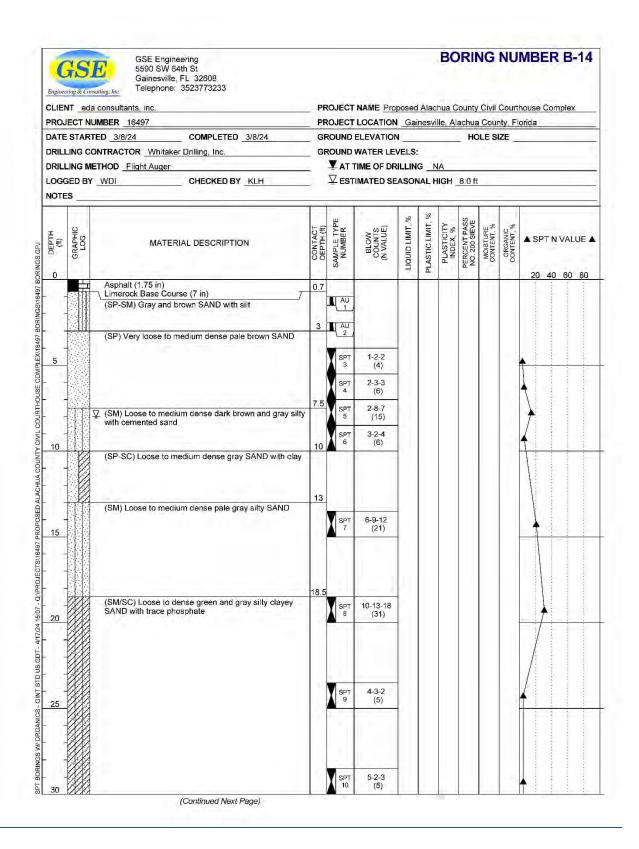


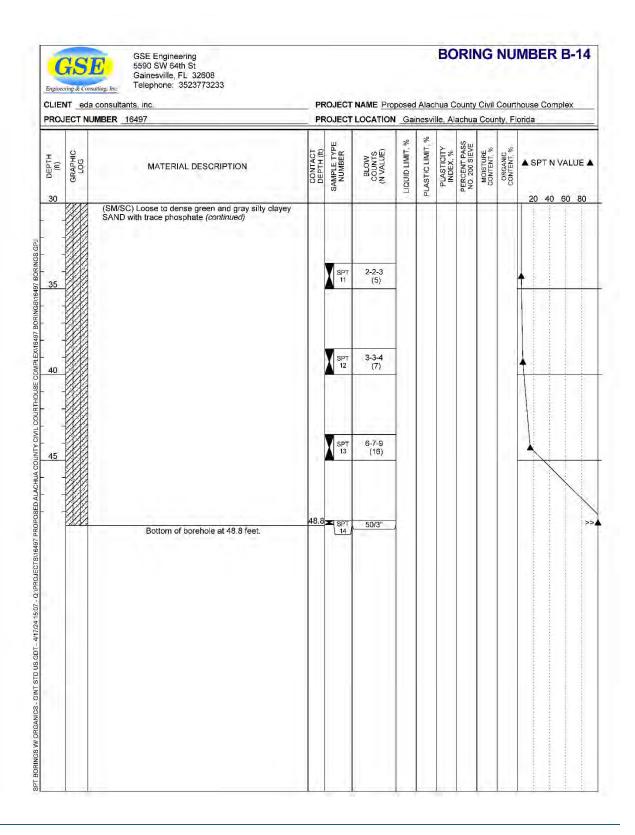


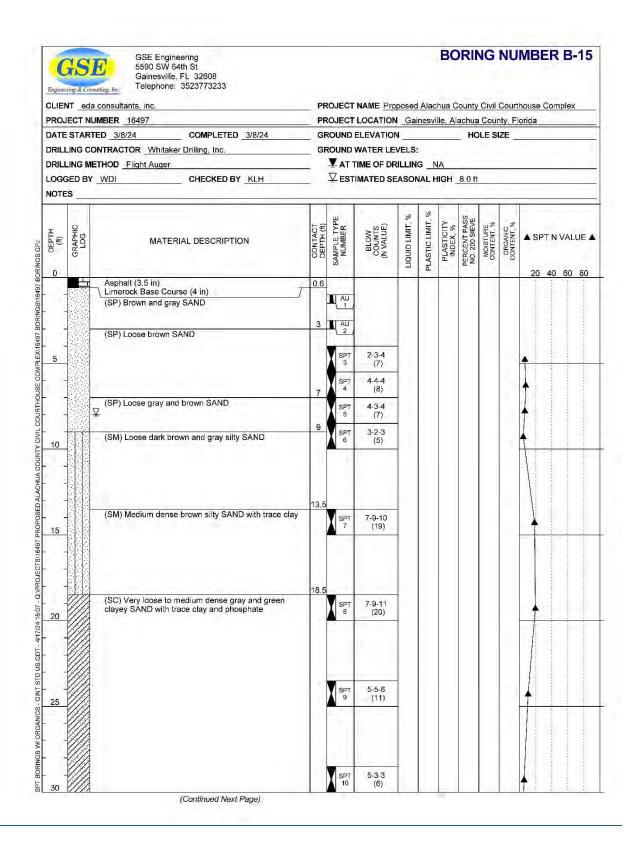


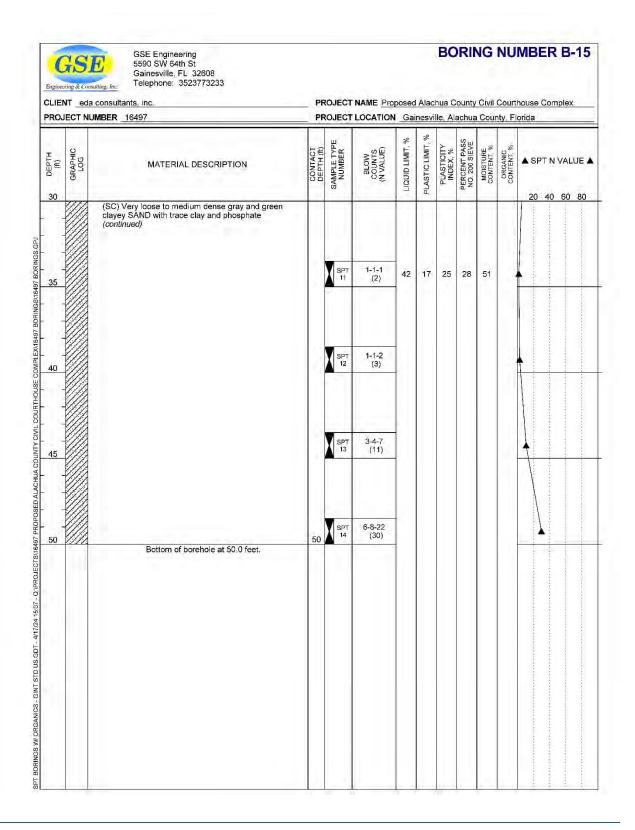


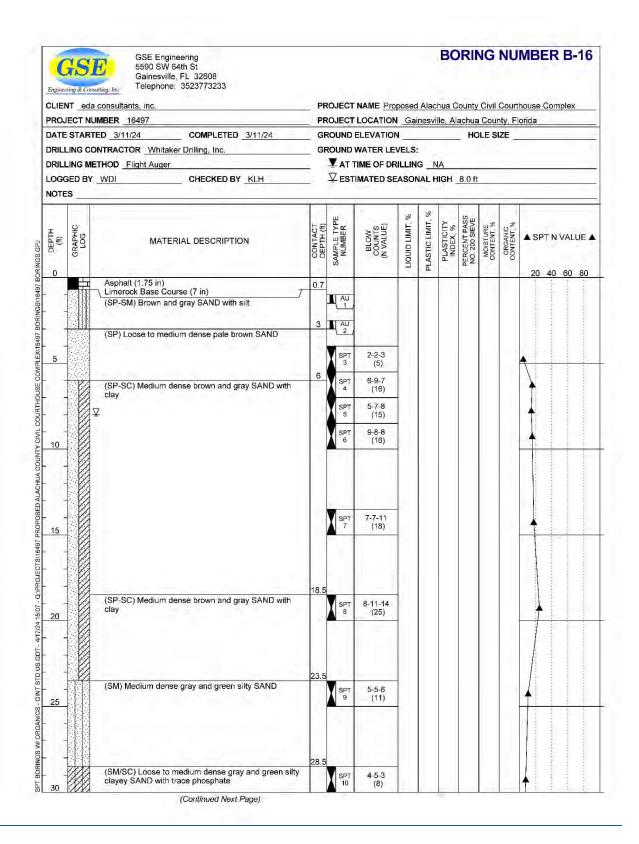


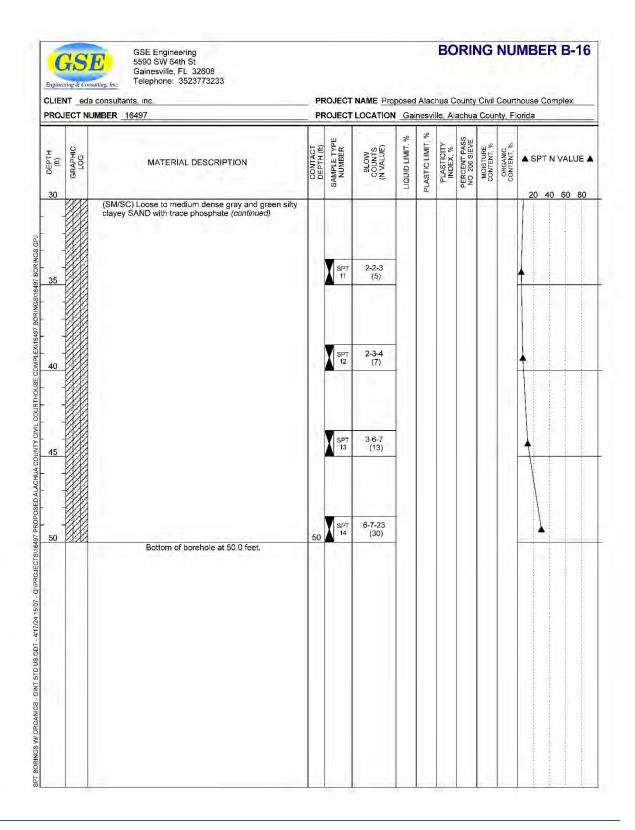


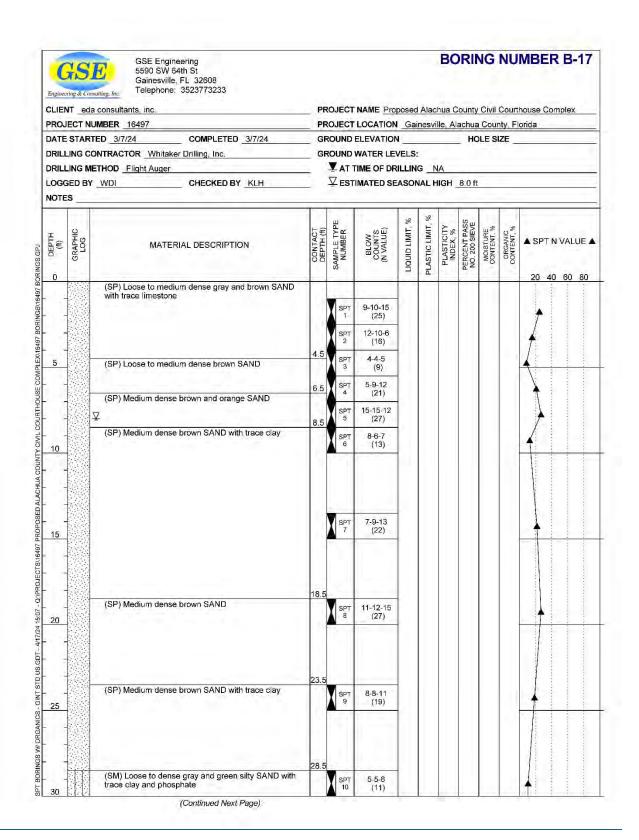


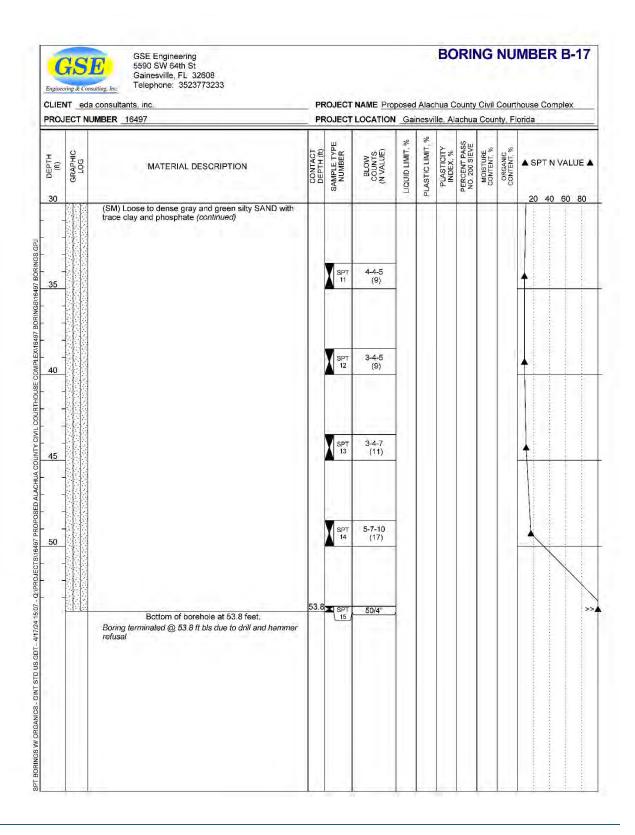


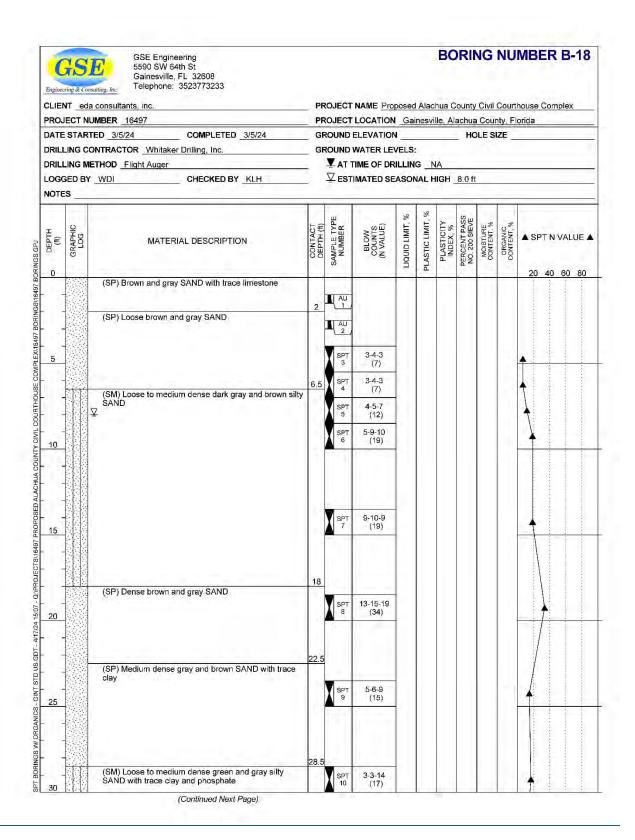




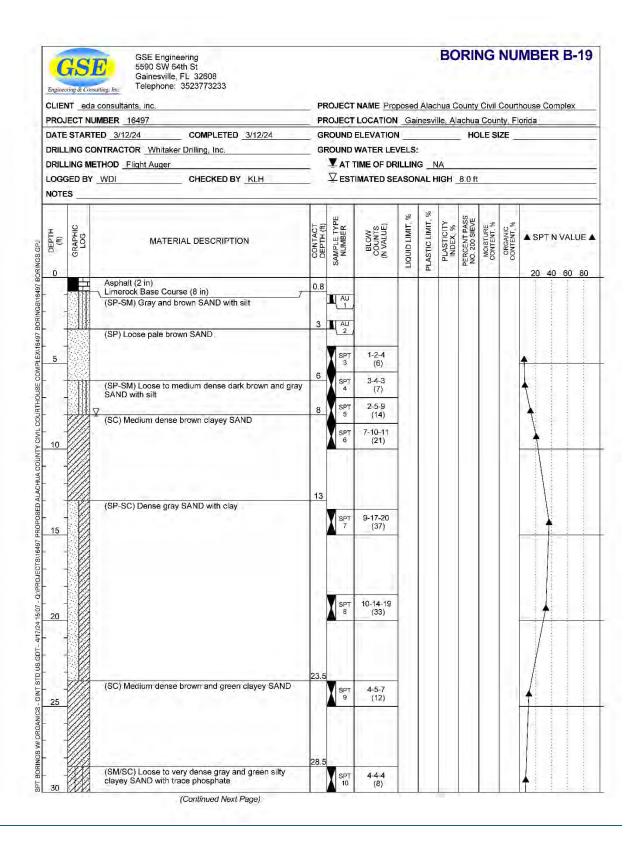


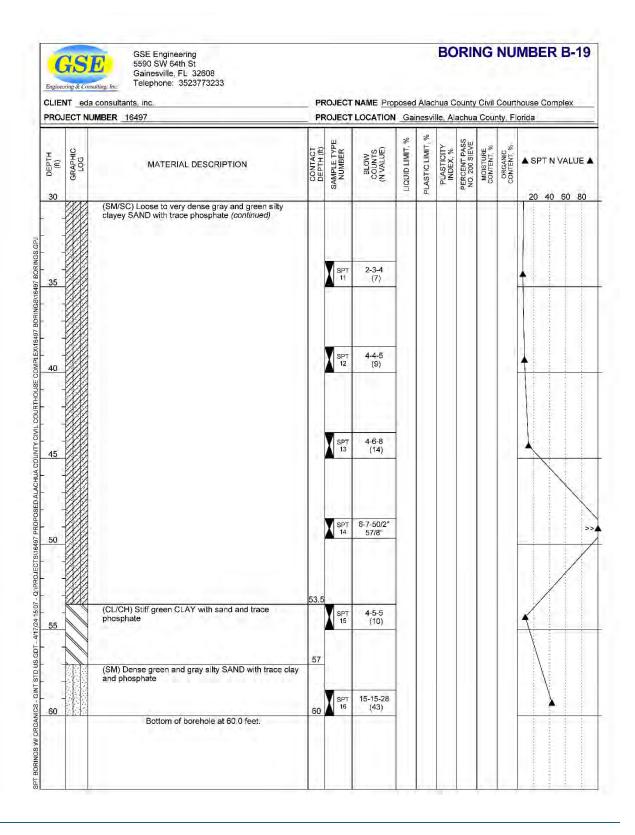






CLIEN	NT eda	Telephone: 3523773233	-		are Automotive to	W				1		house Complex
CEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	CONTACT DEPTH (ft)	ш	BLOW COUNTS (N VALUE)	LIQUID LIMIT, %	PLASTIC LIMIT, %	PLASTICITY 9	PERCENT PASS NO. 200 SIEVE	MOISTURE CONTENT: %	ORGANIC CONTENT, %	orida ▲ SPT N VALUE 4
30		(SM) Loose to medium dense green and gray silty SAND with trace clay and phosphate (continued)		Ø		ă	JA		āZ			20 40 60 80
 				SPT 11	4-4-5 (9)							→
- 40			Č.	SPT 12	4-3-5 (8)							★
45				SPT 13	6-6-10 (16)							A
50		Bottom of borehole at 50.0 feet.	50	SPT 14	7-9-15 (24)							
		Boring terminated @ 50 ft bls due to drill and hammer refusal										

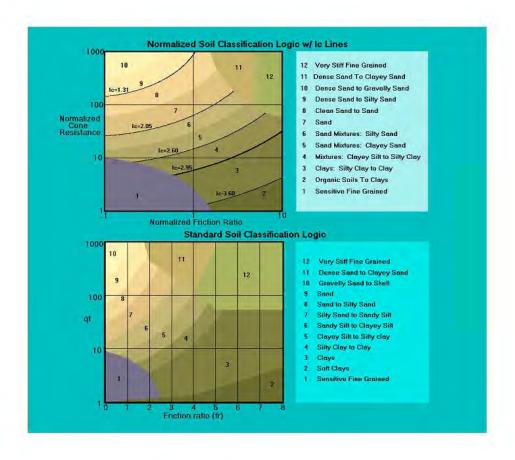


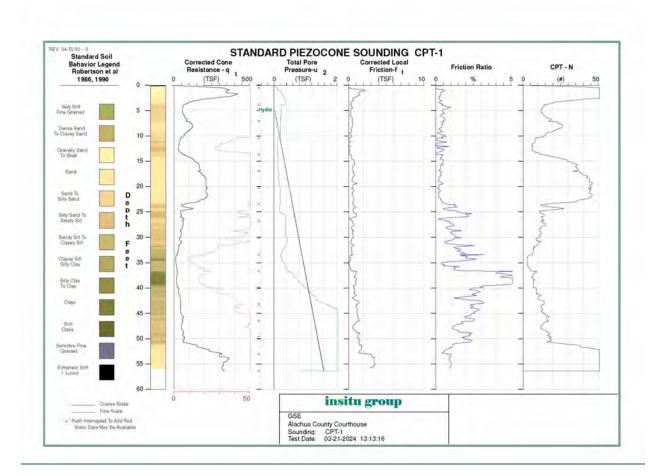


Summary Report of a Geotechnical Site Exploration Proposed Alachua County Civil Courthouse Complex Gainesville, Alachua County, Florida GSE Project No. 16497

May 20, 2024

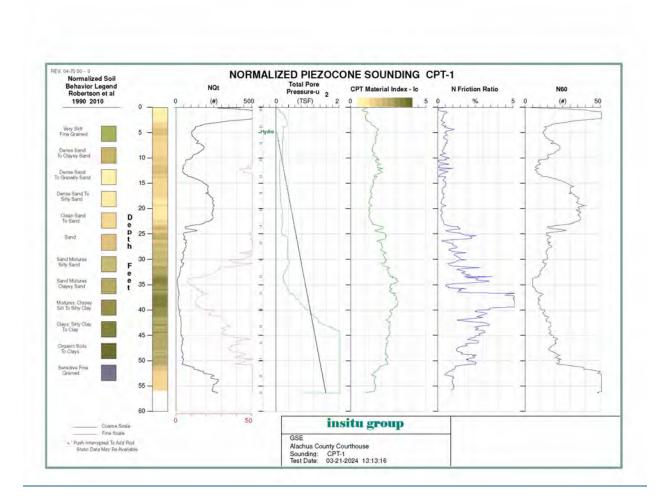
5.2 CPT Sounding Results





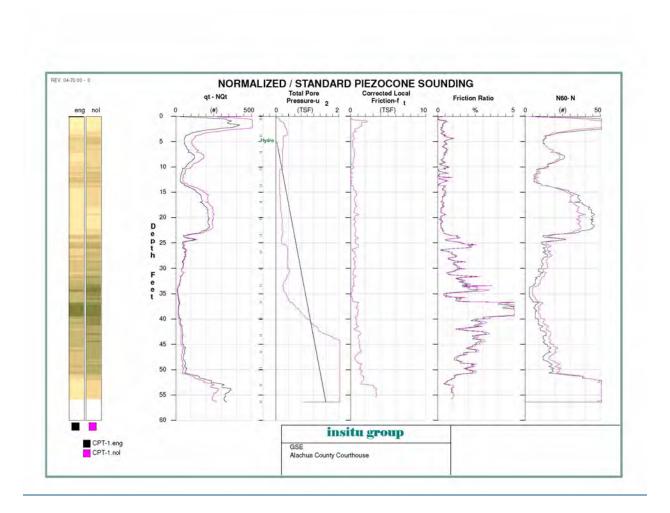
NEV 04-70 0	0-0		3	STANDARI	so	IL BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qt	Corrected Local Friction Lt	CPT	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCR
-	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
	- 4	10 GRAVELLY SAND TO SAND	537.6	0.93	73	0.06	>85%	o43	742.6				
	=	10 GRAVELLY SAND TO SAND	874.2	124	80	0,122	×85%	>49	829.2				100.1
-	3	9 SAND	144	0.5	31	0.18	>85%	>43	316.6				
₹.	3	B SAND TO SILTY SAND	66.2	0.38	1.4	0.205	59%-65%	30-41	139.1				
÷	6	8 SAND TO SILTY SAND	537	0.37	12	0.29	50%-58%	37-89 39-61	118.3				
	7	8 SAND TO SILTY SAND	89.2	0.5	20	0.343	58%-65%	39-41	196.5				7-6
	0	9 SAND	120.4	0.47	-26	0.367	65%-85%	41-49	264.9	-			
	9.	9 SAND	91.1	0.92	20	0.392	58%-65%	89-41	200.5				
	10	B SAND TO SILTY SAND	55.8	0.26	12	0.415	50%-58%	97.39	118.4	- 55			
	11	B SAND TO SILTY SAND	37.4	0.11	8	0.436	42%-50%	35-37	B2 4	-			0.0
	1/2	7 SILTY SAND TO SANDY SILT	29.1	0.07	6	0.454	35-42%	99-95	64.2	4.5			
	411	7 SILTY SAND TO SANDY SILT	26.4	0.12	8	0.474	42%-50%	23-35	80	-			
	5.6	8 SAND TO SILTY SAND	79.9	0.52	57	0.499	50%-58%	37-39	174.5				0.0
	15	9 SAND	1404	0.79	31	0.528	65%-85%	39-41	308.9				
	46	9 SAND	166.1	0.61	-36	0.555	65%-85%	38-41	365.4	244			1-4
	97	0 SAND	170.2	0.61	36	0.584	65%-85%	39-41	274.4	74.5			Visite
	40.	0 SAND	2025	0.64	45	0.612	>86%	45-49	445.6	100			
	10.	IX SAND	210.1	0.72	45	0.641	>89%	41-45	462.2	11.2			10.1
	20.	g SAND	214.9	0.49	45	0.668	>85%	39-41	472.9	10.0			
	13	B SAND	2123	0.66	45	0.697	>85%	39-41	467.2	100			1001
	22	B SAND	212.3 134.9	0.62	45	0.755	58%-85%	37-39	467.2 296.7	100			
	24	8 SAND TO SILTY SAND	73.4	0.74	407	0.78	50%-58%	35-37	161.5	- 22			
	25	7 SILTY SAND TO SANDY SILT	47.1	0.74	17	0.808	55-42%	33-35	100 7				
	26	7 SILTY SAND TO SANDY SILT	51.7	0.71	12	0.834	42%-50%	33-35	110.8	22			
	27	8 SAND TO SILTY SAND	57.5	0.52	14	0.861	42%-50%	33-35	126.6				
	-28	7 SILTY SAND TO SANDY SILT	51.7	0.51	10	0.887	42%-50%	99-35	118 1	77			
	129	7 SILTY SAND TO SANDY SILT	45.4	0.56	11	0.949	35-42%	31-89	300				
	10	7 SILTY BAND TO SANDY SILT	36.7	9.54	400	0.998	35.42%	21-23	85.9				
	117	7 SILTY SAND TO SANDY SILT	44	0.4	10:	0.064	25:42%	31-33	96.W	10.0			1001
	77.	F SANDY SILT TO CLAYEY BILT	28.5	0.42	7	0.988	35-42%	29-91	62.7	100			
	lk1	8 SANDY SILT TO GLAVEY SILT	22.4	0.45	6	1.012	35-42%	27-29	49.4	10.0			10.
	84	5 CLAYEY SILT TO SILTY CLAY	0.4	0.21	9	1.000				0.6	34	0	193
	100	SANDY SILT TO CLAYEY SILT	125	0.08	8	1,053	35-42%	≥5	27.5		-	-	1-0
	16.	N SANDY SILT TO CLAYEY SILT	16.3	0.24	8	1 072	35.42%	25-27	40.9		-	-	121
Name of Street	177	# CLAYS	21.3	0.00	9	1.5		2.0	-	12	21	D.	- 6
	10	0 CLAYS	16.7	0.02	7	1 126	1		-	199	18	0.0	- 2
	40	6 SANDY SILT TO CLAVEY SILT	276	0.74	-8	1.17%	35-42%	27/29	ED E	1	10	U.	- 4
_	40	e switch orthograph and	100	0.74	0				90.0				-14
	-					msitu	group						
	Estimated	Croundwater Depth (Feet) 5			hua Cou	inty Courthous							

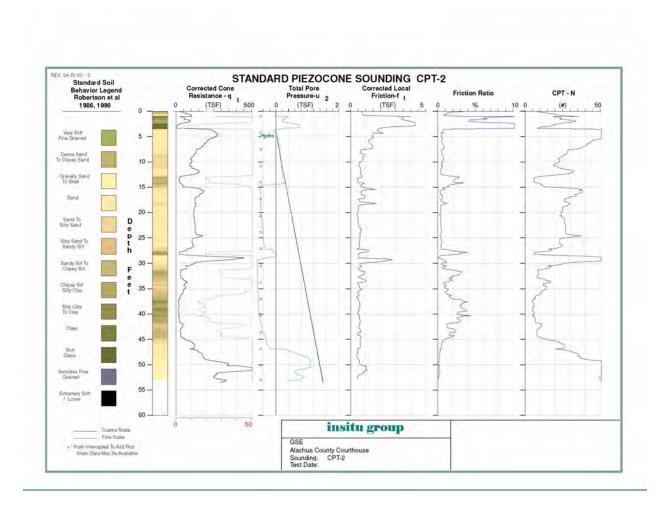
EV 04-70 00 - 0			3	STANDARD	so	IL BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qı	Corrected Local Friction Lf	CPT	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCR
	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
0.00	41	E SANDY SILT TO CLIWEY SILT	32.9	0.00	10.	1 207	25.42%	59.01	72.4				
	4%		0.9,7	0.76	11	1.294	35.42%	29-01	87.5				100
	84	6 SANDY SILT TO CLAYEY SILT 6 SANDY SILT TO CLAYEY SILT	40.5	1.15	15	1.291	25-42%	29-01 29-01	96.7				
	45	5 SANDY SILT TO CLAYEY SILT	47.4	135	14	1.30	35.42%	29-31	104.4				
	6	6 SANDY SILT TO CLAYEY SILT	56.6	1.32	177	1 35	35.42%	31:35	124.3				
	47	7 SILTY SAND TO SANDY SILT	53	0.84	14	1.078	20-42%	3150	116.7				100.1
	48	7 SILTY SAND TO SANDY SILT	51.5	0.66	10.	1.405	25.42%	31-23	270.4	11.0			
	40	7 SILTY SAND TO SANDY SILT	59.7	128	17	1 404	25-42%	81-83	131.4				10.1
	60.	9 SILTY SAND TO SANDY SILT 9 SAND TO SILTY SAND	0.6.1 123.8	1.33	35	1.464 1.494	38.42% 10%-88%	31-39 35-37	140.2 272.8				
	62	B SAND	E18-2	1.54	60	1 527	SPEASS	97-86	476.7				
	61	g SAND	306.3	2.01	72	1.56	×89%	37:59	673.8				
	84	g EANO	856.2	24	65	1 596	¥85%	29-61	789.F	100			100.1
	55	a SAND	824	8.99	76	1.63	>65	37-113	712.9				
	56 -	END OF SOUNDING	-300.5										
Ш				Sour	hua Cou	inty Courthous							



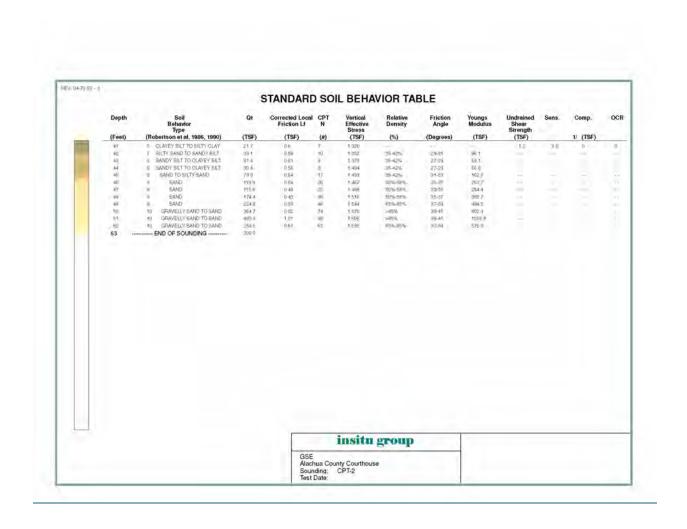
EV U4	-70 00 - 0		NORMA	LIZED	SOIL	BEHAN	/IOR	TABLE -	SOUND	ING CP	T-1			
	r	Depth	Normalized Soil Behavior Type	Nqt	NFriction Ratio Fr	lo	CPT N60	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	Ko
	. (Feet)	туре	(#)	(%)	(#)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#)
		1	10 GRAVELLY SAND TO DENSE SAND	500.7	D 27	0.05	47	0.00	101	38.4	807	- 11	107	100
		2	10 GRAVELLY SAND TO DENSE SAND	605.5	0.39	11	-63	0.122	101	38 4	952	11		
		8	9 DENSE SILTY SAND TO SAND	259.6	0.34	1.29	25	0.18	85	35.2	528			
		2.	ID SAND TO CLEAN SAND	120	0.6	188	14	0.235	60	32	37.0			
		5	7 SAND	101.6	0.54	1.74	12	D29	5.5	31.2	347	-0.0		- 300
7		В	IN SAND TO CLEAN SAND	116.7	0.66	7.66	16	D 319	57	32	386		4.4	
		7	II SAND TO CLEAN SAND	147.5	0.56	1.62	10	0.34	54	32.8	496	2.5		
		8	8 SAND TO CLEAN SAND	180.2	0.39	1.66	62	0.567	71	-93-6	547	+4	10.0	8.0
		10	6 SAND TO CLEAN SAND 7 SAND	136.4	0.35	1.53	10	0.392	62 40	32.6	451	H-III	100	
- 10	-	10	7 SAND	58.4	0.48	1 83	10	0.415	40	30.4 29.6	364			
		12	7 SAND	452	0.24	1.91		0.454	35	29	229	201		
		13	7 SAND	54.7	0.33	1.88	4	0.474	39	28.8	277			
		16	8 SAND TO CLEAN SAND	109.6	0.4	1.64	17	0.499	55	32	450	-	10.0	870
		15	8 SAND TO CLEAN SAND	193.7	0.52	150	28	0.528	72	33.6	687			
		16	8 SAND TO CLEAN SAND	206	0.36	1.39	.01	0.555	76	34.4	689			
		17	8 SAND TO CLEAN SAND	206.8	0.38	1.39	31	0.584	76	34.4	706		-	
		46	# DENSE SILTY SAND TO SAND	237.6	0.31	1.3	11	0.612	B2	34.4	750			
		10	II DENSE SILTY SAND TO SAND	243	0.34	1.31	37	0.641	85	94.4	789	2.2		2
- 11		50	II DENSE SILTY SAND TO SAND	241	0.22	1.22	-25	0.6am	92	-34.4	719	10.0		8.0
		21	9 DENSE SILTY SAND TO SAND	296 1	0.26	1.26	16	0.697	62	34.4	747	11		111
		22	6 DENSE SILTY SAND TO SAND	239.9	0.9	1.3	- 97	0.725	81	84.4	786			
		23	8 SAND TO CLEAN SAND	150.6	1.02	1.56	28	0.758	65	32.0	691	-	100	
		25	SAND MIXTURES SILTY SAND	53.5	1.61	2.25	20	0.800	59	28 0	567	77		
		28	# SAND MIXTURES - SILTY SAND	56.8	1.41	2.19	70.	0.834	40	28 8	577			
		27	7 SAND	61.3	0.92	2.05	16	0.861	41	29.6	559			
		28	# SAND MIXTURES SILTY SAND	56	0.07	2.1	16	0.887	40	28.8	504			
		29	6 SAND MULTURES - SILTY SAND	46.5	127	2.25	14	0.918	26	28	560			
		59	5 SAND MIXTURES - CLAVEY SAND	39.8	1.45	2.33	1.0	0.038	9.9	28	5011			
		31	 SAND MIXTURES - SILTY SAND 	43	20:94	218	14	0.964	35	28	480	9.6	Time I	800
		32	5 SAND MIXTURES - CLAYEY SAND	26.8	1.57	2.48	11	D 988	27	26.4	445	-1		
		55	4 SILT MIXTURES - CLAYEY SILT TO SILTY GLA		2 18	266	.0	1 0 12	24	24 8	429	45	41	100
		34	3 CLAYS SILTY CLAY TO CLAY	72	2.79	3.00		1 0.33		77	TT.	0.53	0	
		35	4 SILT MIXTURES - CLAYEY SILT TO SILTY GLA		0.75	2.7		3.051	36	22.4	291	1.0	300	
-		36	A SILT MIXTURES - CLAYEV SILT TO SILTY GLA		1.46	2.67		1 072	20	24	345	11		
		37	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLA 8 CLAYS - SILTY CLAY TO CLAY		5.14	2.94	11	1.1	22	24 9	571	400	-	
		39	8 CLAYS - SILTY CLAY TO CLAY 8 CLAYS - SILTY CLAY TO CLAY	128	6-29 6-91	31	10	1 153	2.0	**	94	104	1	800
	-	40	4 SILT MIXTURES CLAVEY SILT TO SILTY CLA		E-01	271	12	1.179	24	25 6	534	11.00	1	
-	_	40	4 OLIMATORES CAMETOLITOSETTOL	20.7	Г	-211		situ gr		124	204			
	г	Fair	and Committee Book (French		-		110	aren gr	oup					
	L	Estim	ated Groundwiter Depth (Feet). \$			GSE Alachua Sounding Test Date	: CPT-	ourthouse 1 -2024 13:13:						

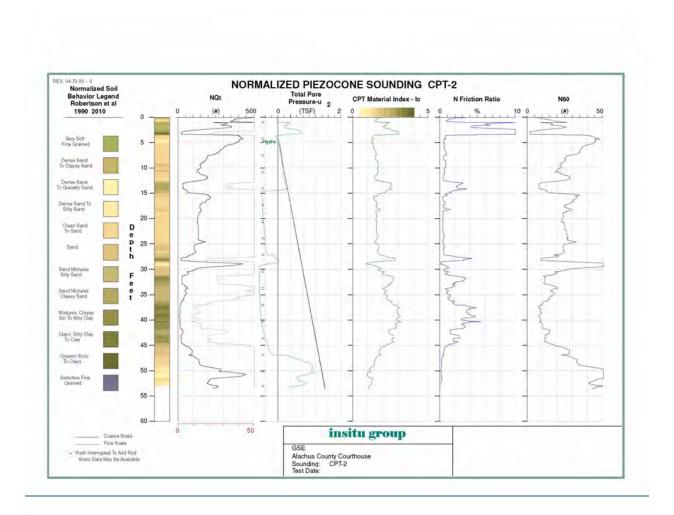
EV 04-70 00 -	0	NORMAL	IZED	SOIL B	EHA	/IOR	TABLE -	SOUND	ING CP	T-1			
	Depth	Normalized Soil Behavior	Ngt	NFriction Ratio	lo	CPT N60	Vertical Effective	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	Ko
-	(Feet)	Туре	(#)	(%)	(#)	(#)	Stress (TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#)
	41	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		2.97	2.65	14	1.207	77	26.4	630	-11		
	42	5 BANDMIXTURES DLAYEY SAND	31	3.05	2 49	15.	1.234	29	27.2	624	11		
100	45	5 SAND MIXTURES - CLAYEV SAND 5 SAND MIXTURES - CLAYEV SAND	30.6	282	2.56	17	1.263	20	27.2	755			
10.00	45	5 SAND MIXTURES - CLAYEY SAND	30.0	258	2.52	10	1.02	31	27.2	784			
	- 46	5 SANDMIXTURES CLAVEY SAND	415	2.66	2.65	-21	Y 55	34	29	700			
	47.	II SAND MIXTURES - ULAYEY SAND	38.3	1 55	2.4	19	T.529	00	28	75%	100		
	48	5 SAND MUTURES - OLAYEV SAND	26.0	1.65	2.117	17	# 405	92	27.2	670	*4		8.0
	90	5 SAND MIXTURES - CLAYEY SAND 5 SAND MIXTURES - CLAYEY SAND	45.1	224	2.42	13	1.464	94	29 28	878 911	850		
	51	7 SAND	90.7	1.07	2.76	24	2.894	50	33.2	1099	-	- 6	
	52	8 SAND TO CLEAN SAND	165.9	0.76	1.66	47	1.527	69	99.6	1253	991		
	- 53	8 SAND TO CLEAN SAND	235.7	0.95	1.59	0.4	1.56	82	34.4	1630	11.0		
	54	8 SAND TO OLEAN SAND	2712	0.56	1.58	7.0	1.5367	88	35.2	1875	***	10.1	800
	56	SAND TO CLEAN SAND END OF SOUNDING ———	240.8	1.05	115	71	1.83	65	34.4	1962			
					Sounding	County C	situ gr						





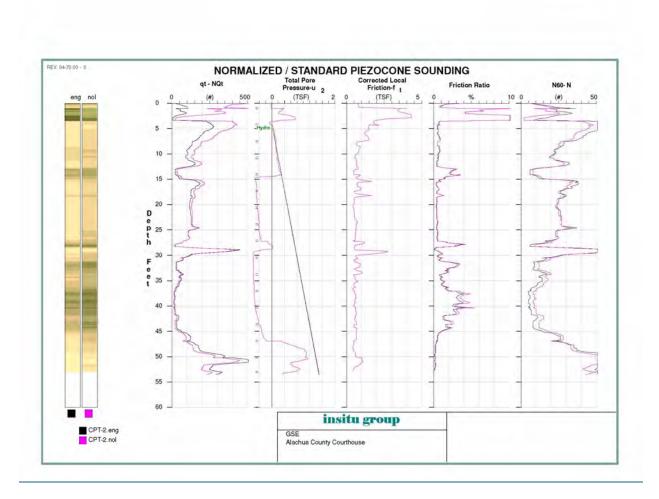
€V 04-70 00 - 0			2	STANDAR	D SO	L BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qt	Corrected Loca Friction Lf	I CPT	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCE
	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
	4.	E SANDY SILT TO CLAYEY SILT	76.7	2.61	-26	0,053,	1856-65%	>45	173.2				
	3	12 DENSE SAND TO CLAYEY SAND	72.7	3.86	90	0.129	58%-65%	>49	162.2	(10.6)			(0.1
1967	3	2 SOFT CLAYS TO GRIBANIC	8	9.12	15	0.19				9.0	0.1	0	- 6
-	9	B SAND	257.4	1.78	57	0.254	>85%	>43	566-3	TT			
÷	4	g SAND	253.3	1.44	55	0.318	>85%	>48	557.0				
	6	# SAND	199.6	1 22	- 64	0.349	>85%	15p.c.	439 6	16.6			
	7	9 SAND 9 SAND	166.5	1.4	29	0.58	>85% 65%-85%	41-49	566.2 292.2	10.0			10.0
	0	8 SAND TO SILTY SAND	106.1	0.72	24	0.409	58%-45%	20-41	238.5				
	10	B SAND TO SILTY SAND	100.2	0.65	72	0.466	989-66W	30-41	220 5				
	11	8 SAND TO SILTY SAND	102.4	0.68	22	0.495	58%-65%	39-41	225.2				
	12	B SAND	139.5	9.66	50	0.529	65%-85%	39-41	306 B	12			
	13	6 SANDY SILT TO CLAYEY SILT	25.5	0.6	7	0.549	35-42%	31-53	56.1				
	14	6 SANDV SILT TO CLAVEY SILT	25.6	0.66	8	0.576	35-42%	31-33	56.3	100			0.0
	15	8 SAND TO SILTY SAND	105.6	1.02	25	0.607	58%-65%	37-39	232.3				
	46	9 SAND	173.9	0.7	37	0.635	65%-85%	36-41	382.6				4.4
	87	9 SAND	129.4	0.72	28	0.664	58%-65%	37-99	2847				Yes
	4.0.	II SAND TO SILTY SAND	125.5	1.02	129	0.694	56%-65%	37-39	276.5				
	10.	IX SAND	122.2	0.52	36	0.722	58%-65%	37:59	269	10.2			100
	20.	9 SAND	115	0.45	54	0.749	58%-65%	37-39	255.1	10.0			
	64	B SAND	117	0.49	65	0.777	58%-65%	37-39	257 A	100			1001
	22	0 SAND	123.5	0.52	36	0.803	58%-65%	37-99	2712				
	23	9 SAND	126.8	0.61	27	0,833	58%-65%	37-29	277 9	200		-	
	24	9 SAND	1298	0.64	26	0.861	58%-65%	37-29	285.5				
	22	g SAND	123:3	0.61	2E	0.889.	50%-58%	37-99	971 b				
	26.	B SAND B SAND TO SILTY SAND	108 6 84 4	0.57	19	0.945	50%-58%	35-37	298.8 185.8	100			1001
	-29	7 SILTY SAND TO SANDY SILT	412	0.71	TI.	0.971	35-42%	95-97 91-99	90.6				
1000	19	10 GRAVELLY SAND TO SAND	573.4	1.69	80.	1,005	>85%	41-43	821.5				
	10	8 SAND TO SILTY SAND	115.5	0.88	26	1 004	50%-58%	25-27	249 4	-			
	117	7 SILTY SAND TO SANDY SILT	59.3	0.62	14	1.061	39:42%	33 35	100 5	10.0			
Annual Control	-81	5 CLAYEV SILT TO SILTY CLAY	794	0.89	g	1.089	1.00			110	31	D	6
	81	7 SILTY SAND TO SANDY SILT	41.9	0.75	11	1.110	25-42%	91-83	92.1				
	84	8 SAND TO SILTY SAND	99.4	0.58	15	1.244	35.42%	35-85	139.6				
	105	T SILTY SAND TO SANDY SILT	539	0.63	10	1.172	35-42%	31-23	218.5	346			1-0
	15.	7 SILTY SAND TO SANDY SILT	97.4	0.51	0.	1 198	35-42%	29-91	82 b	S.A.		-	10-6
	WT	fr CLAYEY SILT TO SILTY CLAY	20	0.48	6	1.227		2.5	-	1.1-	4.1	.0.	2
The same of	-	5 CLAYEY SILT TO SILTY CLAY	18.5	0.59	6	1.249				1	25.7	- 9.	2.
	1.0	S/LTV CLAY to CLAY	15.2	0.54	5	1.274				0.6	2.0	0	0.1
	400	4 SILTY CLAY to CLAY	18.7	0.55	8.	1.290.	July L	24		0.8	- 1	.0	2
						insitu	group						
L	Estimated	Groundwater Depth (Feet), \$		Sou	chua Cou	nty Courthous CPT-2	е						

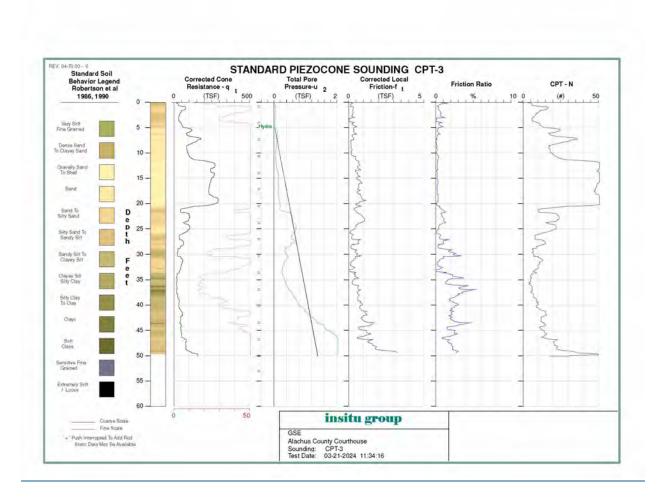




		NORMAL	IZED S	OIL E	BEHAN	/IOR	TABLE -	SOUND	ING CP	Г-2			
	Depth	Normalized Soil Behavior Type		Friction Ratio Fr	lc	CPT N60	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	Kó
	(Feet)	1994		(%)	(#)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#)
	4	11 DENSE SAND TO CLAYEY SAND	410	5.31	1.94	-20	0.063	105	36.8	650	-11		
	2			5.39	2.18	- 42	0.129	92	35.2	895	11-		
				10	2.97	- 1	0.19				20:4		
	4.	8 SAND TO CLEAN SAND		0.69	1.36	45	0.254	100	36.0	1010			
	5			0.56 0.61	182	- 155	D 349	108	86 95 2	986	10.0		
				0.64	1.50	55	0.34	84	35.2	859	20		
	В			0.54	1.52	26	0.409	74	33.6	651	**		10
	10	7 SAND		0.8	1.69	23	0.430	67	32.6	544	Resident		
	10			0.86	1.07	22	0.465	68	32 8	502	-		
	93		143.8	0.56	1.04	22	U-495	63	92.8	582		-	
	12			0.47	1.5	27	0.523	7.1	59.6	665	me.		
	13	5 SAND MIXTURES - GLAYEY SAND		E 44	T 46	G ·	0.549	33	28	201	23.0		
	146			2.68	2.5	- 18	0.576	33	28	420	+4	10.4	800
	15			0.97	3.0	25	0.607	62	32.8	784			
	13	8 SAND TO CLEAN SAND A SAND TO CLEAN SAND		0.4	1.42	27	0 605 0 664	76	33.6 32.8	745 599			
	16	7 SAND		0.30	1.72	28	0.694	64	92.8	788	-		
	10			0.49	1.58	25	0.722	62	32.8	643	441	194	-
	20			0.59	1.58	24	0.748	60	32	601			8.0
	21	# SAND TO CLEAN SAND	130 6	0.42	1.6	24	0.777	60	92	629			
	22	8 SAND TO CLEAN SAND	135.2	0.42	1.50	25	0.803	61	32	855			
	23			D.49	1.62	26	0.833	6-1	-32	697		-	
	24	(I SAND TO CLEAN SAND		0.5	1.62	27	0.861	65	85 8	716	-		
	25	B SAND TO CLEAN SAND		0.5	164	ZE	0.899	60	32	697			
	28 27	7 SAND 7 SAND		0.53	1.71	24	0.945	55	32 80 4	645			800
	28	,		1.81	238	14	0.971	35	28	577			
	29			E 45	1.26	62	1.005	101	36	1815		111	
	59			D 78	1.82	27	1034	55	31.2	802			
	.31	 SAND MIXTURES - SILTY SAND 	55.5	1.08	214	17	1.061	30	28.8	620	44.1	Time I	800
	32			3.23	2.69	12	4 046	20	26 4	595	-11		
	55			1.89	2.42	15	1.318	32	27.2	614	7.0	10.0	111
	34			0.95	21	18	1.144	30	28.8	620	YY		
	35	4 SAND MUXTURES - SILTY SAND		1.22	2.23	19	3.172	35	28	626	7.7		- 20
	37	5 SAND MIXTURES - CLAYEY SAND 4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		1.45	2.42	- 10	1.108	29	26.4	460	2		
1	36			B 64	2.95		1.249	19	23.2	489		100	
•									63.6				
	40					- 0							200
						in		oun					
	Falls	ated Croondaster Dunty (Feet) 5		-	005								
	99 40	II CLAYS - SILTY CLAY TO GLAY	101	42	3.08 3.00	County Courty Co	1274 1200 situ gr	0				0.91	091 0

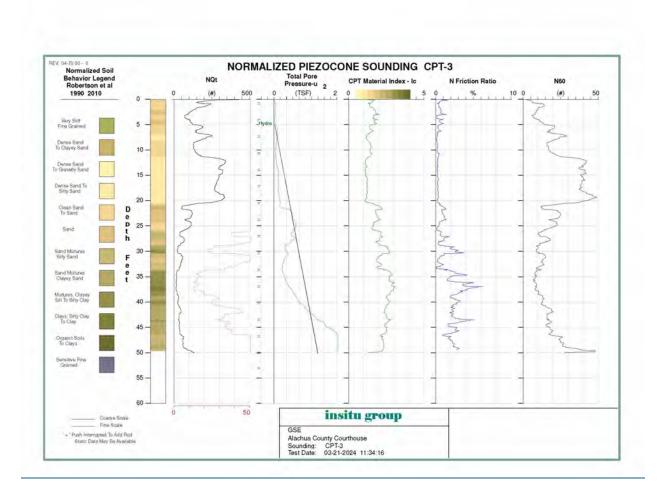
04-70 00 - 0		NORMAL	IZED	SOIL B	EHA	VIOR	TABLE -	SOUND	ING CP	T-2			
	Depth	Normalized Soil Behavior Type	Ngt	NFriction Ratio Fr	lo	CPT N60	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	K
	(Feet)	туро	(#)	(%)	(#)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#
	41	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		5.15	2.07	40.	1.50%	20	23	500	-11		
	42	5 BAND MIXTURES - DIAYEY SAND 4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY	29.7	0.12	2 67	14	1.952	28	26 4 25 6	600 58m	11		
domail or	144	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		200	2.64	16	1,404	74	24.0	585			
-	45	6 SAND MINITURES - SILTY SAND	55.5	0.9	2 0/8	25	1.498	99	28.9	721	4040		
	46	7 SAND	AT	0.58	1.75	-28	1.662	51	112	900			
	47.	/ SAND TO OLEAN SAND	129.0	0.45 0.25	1.75	28	T 498	49.	30 4 32 8	742			
	ALC:	6 SAND TO CLEAN SAND	199.0	0.29	1.85	89	1.544	71	32.0	879	800		
	50	IDENSE SILTY SAND TO SAND	303.2	0.20	1.14	bc	1.575	21	36.2	1000			
	51	() DENSE SILTY SAND TO SAND	46/4.47	0.21	1.09	6/9	3,600	408	30.8	1247			
	53 -	DENSE SILTY SAND TO SAND END OF SOUNDING	906.8	0.29	1.0	44	1.0%	75:	100	994			
				1.5	GSE Alachua		situ gr	oup		Ħ			



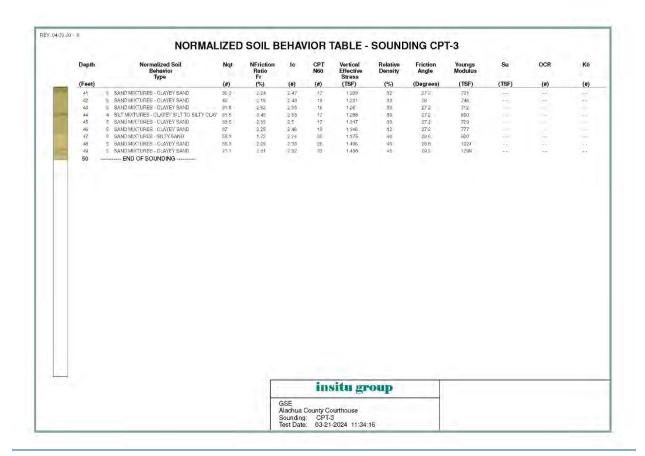


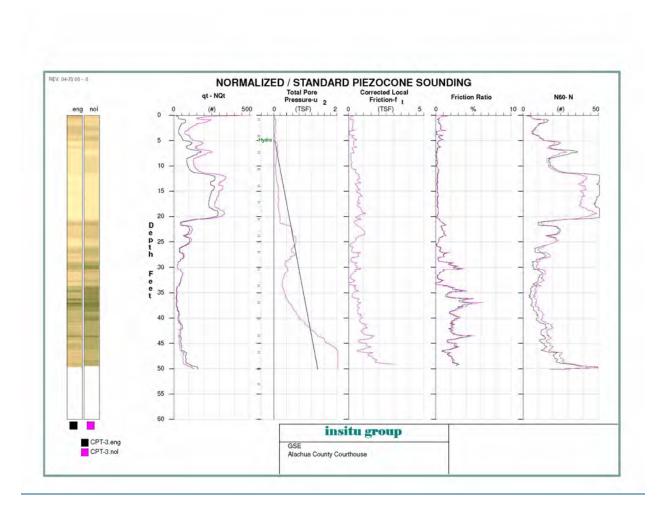
EV 04-70 00 - 0			3	STANDARD	so	IL BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qt	Corrected Local Friction Lf	N	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCR
_	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
		B SAND TO SILTY SAND	59	0.20	12	0.053	58%-65%	>45	129.0				
	2	7 SILTY SAND TO SANDY SILT	424	0.27	10.	0.107	50%-58%	41-49	90.0				100.1
	.0	7 SILTY SAND TO SANDY SILT	90.9	0.15	77	0.159	50%-58%	37-33	6.6				
•	A.	B SAND TO SILTY SAND	46.8	0.24	30.	0.212	50%-58%	30-41	100.0				
†	8	B SAND TO SILTY SAND	68.3	0.39	19	0.268	X8%-65%	41-43	196.6				
T	6.	6 SAND TO SILTY SAND	90.4	0.97	202	0.293	58%-65%	TANK	198 9				
		9 SAND	157.6	0.31	22	0.919	>85%	45:43	346.9	100			10.0
	0	9 SAND	1217	0.16	25	0.342	65%-85%	41-49	267.7				
	10		83.9	0.19	te	0.065	58%-65%	80-41	184.7	11			10.1
	51	g SAND g SAND	111.9	0.18	19.	0.587	58%-65W	39-41	202.5	- 1			117
	45	18 GRAVELLY SAND TO SAND	2548	0.7	54	0.442	>85%	24//	580.5	00			1.0
	42	10 GRAVELLY SAND TO SAND	252.2	0.63	61	0.471	>85%	543	555	- 39			11
	14	10 GRAVELLY SAND TO SAND	261.6	0.59	55	0.5	¥85%	41-43	575 5	199			
	15	to GRAVELLY SAND TO SAND	248.4	0.62	55	0.529	>85W	41-43	546.4	-			
	46	9 SAND	236.8	0.76	50	0.687	>85%	41-43	520.9	- 65			.00
	97	0 EAND	230	0.66	49	0.586	>85%	4545	506	- 0			
	10	9 EAND	234.0	0.68	50	0.514	>86%	45.43	516 /				
	10.	10. GRAVELLY SAND TO SAND	284.1	0.84	E1	0.645	>85%	41-43	625.1	112			
	20.	10 GRAVELLY SAND TO SAND	261.6	0.61	65	0.673	>85%	43-43	575.5				
	73	e SAND TO SILTY SAND	88	9.52	50.	0.7	50%-58%	35-37	193.7	100			
	-92	8 SAND TO SILTY SAND	888	0.71	70	0.727	50%-58%	35-97	164.3				
	23	# SAND TO SILTY SAND	96.7	1.03	23	0.757	50%-58%	37-29	212 B			_	
	24	R SAND TO SILTY SAND	78	0.63	.16	0.783	50%-58%	35-37	171.7				
	3	9 SAND	0E-4	-0.01	21	0.809	50%-58%	35-37	217.7				
	26.	B SAND TO SILTY SAND	47	0.21	10	0.831	35-42%	33-35	109.4				100 (
	-27	7 SILTY SAND TO SANDY SILT	40.5	0.5	71	0.857	35-42%	31-33	95.7				
	-28	8 SAND TO SILTY SAND	56.5	0.37	13	0.881	42%-50%	35-85	124.0				
	129	7 SILTY SAND TO SANDY SILT	28.2	0.89	7	0.906	35-42%	29-31	62.1				
	100	6 SANDV SILT TO CLAVEY SILT	26.1	9.57	0.	0.901	35-42%	29-31	57.6				
	E1"	# SAND TO SILTY SAND	53.5	0.34	12	0.956	35 42%	33-35	117.9	10.0	100		1001
	82	8 SAND TO SILTY SAND	48.6	0.16	10	0,978	35-42%	31-33	106-9	10.0			
	0.51	8 SAND TO SILTY SAND	99.9	0.12	Œ	0.998	35-42%	31-83	B6 4	146			10.1
Control of	84	6 SANDY SILT TO CLAYEY SILT	24.5	0.4	7	1.000	35.42%	27-29	53.9				
_	10	6 SANDY SILT TO CLAYEY SILT	18.6	0.99	5	1,046	35.42%	25-27	42	**		-	(-4-
	16.	8 CLAYEV SILT TO SILTY CLAY	16,8	0.44	5	1.07				0.9	11	.0	9
CONTRACT OF	177	4 SILTY CLAY to CLAY	16.6	0.68	6	1,096		10.0		0.9	24	D	2
	100	5 CLAYEV SILT TO SILTY CLAY	22.9	0.65	7	1 121	Test (test)		7	5.5	25	0.	6
	1.0	# SANDY SILT TO CLAYEV SILT	357	0.68	9	1.149	35.42%	29-01	74.2				
-	40	€ SANDY SILT TO CLAVEY SILT	10.1	0.8	10	1.175	35.42%	27/29	4.88				100
						insitu	group						
L	Entimated	Croundwater Depth (Feet) 5			nua Cou iding:	nty Courthous CPT-3 03-21-2024 1							

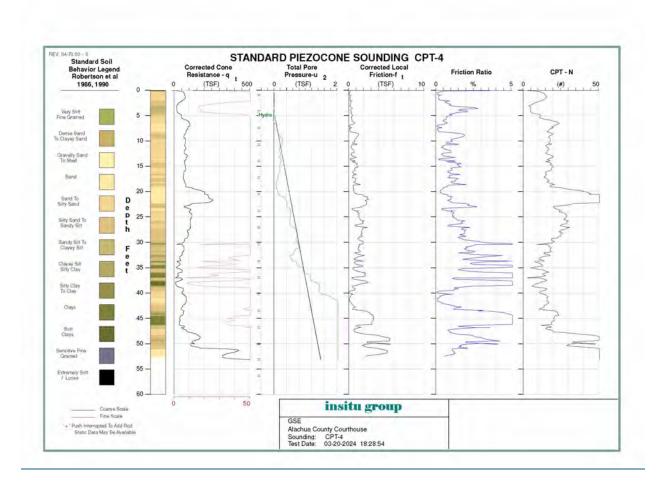
	Depth	Soil	Qt	STANDARD Corrected Local		Vertical	Relative	Friction	Youngs	Undrained	Sens.	Comp.	OCF
		Behavior Type		Friction Lf	N	Effective Stress	Density	Angle	Modulus	Shear Strength			
_	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
	41	8 SANDY SILT TO CLAYEY SILT	45.1	0.96	13	1.203	35-42%	31-38	98.2			CB	
	42	7 SILTY SAND TO SANDY SILT	502	1,05	14	1.291	35-42%	31-33	110.5	9.9	8.8	33	**
	43	8 SANDY SILT TO CLAYEY SILT	41.6	1.03	12	1.26	35-42%	29-31	91.6				
	45	8 SANDY SILT TO CLAYEY SILT 8 SANDY SILT TO CLAYEY SILT	42 3 45 3	1.37	14	1.288	95-42% 95-42%	29-31	98.1				e6
	46	6 SANDY SILT TO CLAYEY SILT	506	1.00	14	1.546	35-42%	31-33	111.9				
	47	7 SILTY SAND TO SANDY SILT	77.8	1.3	21	1.975	42%-50%	33-35	171.8			-00	
	40	7 SILTY SAND TO SANDY SILT	77.3	1.72	22	1.406	42%-50%	33-35	170.2				
	48	6 SANDY SILT TO CLAYEY SILT	986	2.7	-31	1 438	42%-50%	33-35	217.1			1000	
		END OF SOUNDING	156.9					2000	3000				



V 04-70	00-0	NORMAL	IZED	SOIL	BEHA	VIOR	TABLE -	SOUND	ING CP	Г-3			
	Depth	Normalized Soil Behavior Type	Nqt	NFriction Ratio Fr	lo	CPT N60	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	Kó
	(Feet)	туро	(#)	(%)	(#)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#)
	-1	W SAND TO CLEAN SAND	103.5	0.37	1.42	11	0.055	74	33.6	255	-11		
	2	7 SAND	130.4	0.63	1 69	8	0.107	6.1	82.	250	11		
	. 8	7 SAND	10.2	0.49	1.0	7	0.158	146	30 4	211			
	(4)	7 SAND	101.5	0.52	1.78	11	0.212	810	31.2	292	100		
	5:	8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND	157.0	0.43	1.53 1.53	18	D 2488	66	32.8 32.6	444	- 10		- 200
	7	DENSE SILTY SAND TO SAND	150.5	U 19	1.22	18 26	0.250	80	34.4	529	- 22		
	8	9 DENSE SILTY SAND TO SAND	173.4	D 13	127	21	0.042	70	33.6	434	**		1.0
	- 10	8 SAND TO CLEAN SAND	129.8	0.22	1.47	16	0.365	60	32	365	8-0		
	10	8 SAND TO CLEAN SAND	133.3	0.19	1.43	17	0.047	61	32	401	-		
	11	8 SAND TO CLEAN SAND	151.4	0.38	1.5	22	0.414	67	99.8	504	-	-	
	12	9 DENSE SILTY SAND TO SAND	321.3	0.27	1.16	1401	0.442	95	96	792	ne'l		
	13	B DENSE SILTY SAND TO SAND	311 4	0.25	7.15	40	0.471	94	36	774	250		
	14	9 DENSE SILTY SAND TO SAND	314.4	0.22	1.12	40.	0.5	9.4	36	773	+4	10.4	800
	15	9 DENSE SILTY SAND TO SAND	297.4	0.25	4.17	10	0.570	92	35.2	782			
	16	9 DENSE SILTY SAND TO SAND 9 DENSE SILTY SAND TO SAND	284	0.00	134	40	0.557 0.586	90. 87	35.2 35.2	814 760			
	16	# DENSESHITY SAND TO SAND	2719	0.28	124	39	0.514	89	35.2	807		- 6	
	10	B DENSE SILTY SAND TO SAND	322.1	0.39	121	47	0.645	95	36	940	11	194	211
	20	II DENSE SILTY SAND TO SAND	289.0	0.23	116	41	0.679	91	95.2	812			800
	21	7 SAND	104.5	0.59	1.75	20	0.7	54	31.2	572			
	22	# SAND	3.80	0.85	187	101	0.727	53	81.2	682			-
	23	7 SAND	133.6	1.07	1.09	25	0.757	50	-32	750	-	-	
	24	7 SAND	H7.9	0.85	+ 0	20	0.763	50	20.4	510			
	25	W SAND TO CLEAN SAND	104.1	0.30	9.62	21	0.000	54	31.2	550			
	28 27	7 SAND II SAND MIXTURES BILTY SAND	50.7 46.6	0.60	1.97	15	0.831	38 36	28 8	596 495		10.1	800
	28	7 SAND	58.0	0.67	1.00	14	0.857	41	29 20 6	495			
	29	5 SAND MULTURES - CLAYEV SAND	28.7	1.46	2.44	10	0.996	29	26.4	420			-
Name of	30	5 SAND MIXTURES - GLAVEY SAND	25.9	2.56	2.6	44	0.931	27	26.4	473			
	.31	7 SAND	52.8	0.65	2.02	15	0.956	38	280	480	44.0		
	32	7 SAND	46.9	0.94	1.94	10	0.978	90	28	592	-411		
	55	7 SAND	37.1	0.52	2.03	11	0.998	32	27.2	351	22	10.0	100
James	34	5 SAND MIXTURES - CLAYEY SAND	22	1.76	2.58	10	1 022	25	25.5	424	44		
	35	4 SILT MIXTURES - CLAYEV SILT TO SILTY CLAY		2.33	2.76	9	1.046	9.1	24	195			.00
	36	4 SILT MIXTURES - CLAYEV SILT TO SILTY GLAV		2.97	2.87		107	19	24	402	1100	14.1	
	37	2 CLAYS - SILTY CLAY TO CLAY 4 SILT MULTURES - CLAYEY SILT TO SILTY CLAY	132	9.12	2.76	10	1.090	20	248	504	104	-	
	39	5 SAND MIXTURES - CLAYEY SAND	27.8	2 15	255	10.	1140	28	26.4	572	**		
	40	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		2.35	247	-10	1.175	25	254	500	21		
		3 - 44131414141 34141		- F	1000		situ gr						
				_			and St	oup					
	Estin	nated Groundwater Depth (Feet) 5			GSE Alachua Sounding		ourthouse						

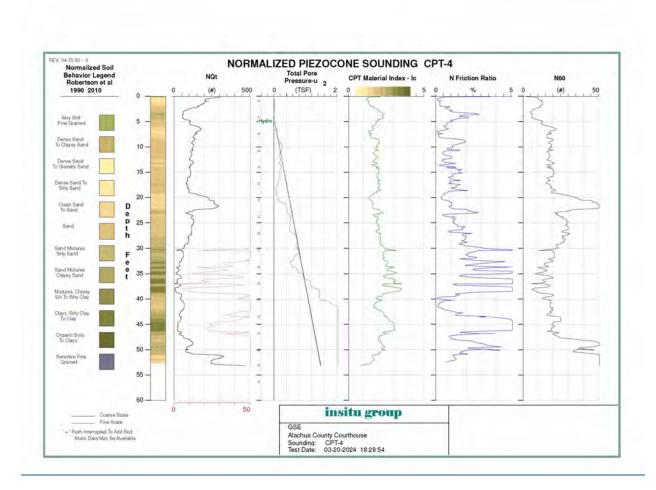




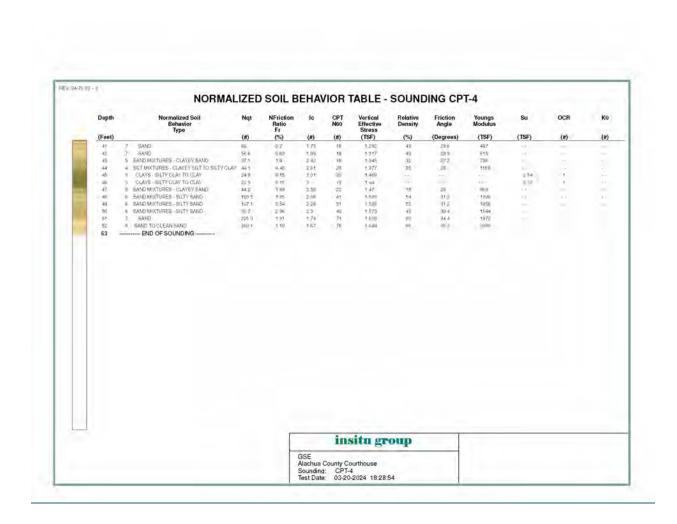


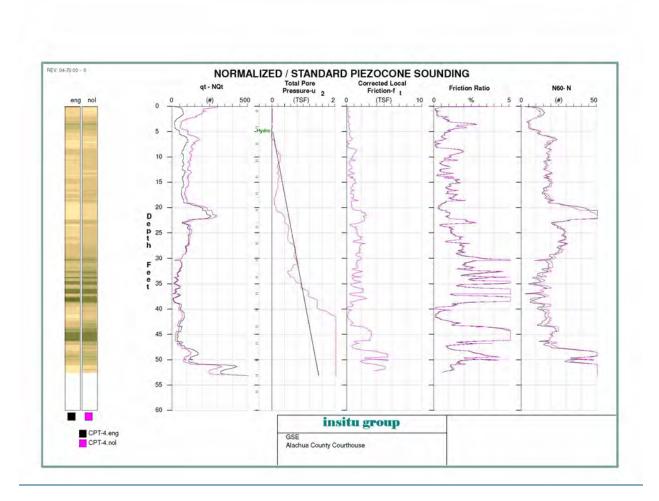
IEV 0470 0	99 - 0		3	STANDARI	so	IL BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qt	Corrected Local Friction Lf	CPT N	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCR
	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
	- 4	E SAND TO SILTY SAND	-70	0.19	15.	0.053	58%-65%	5.43	154.1				
	3	# SAND TO SILTY SAND	50.5	0.27	77	0.107	50%-58%	41-62	311.5				100.0
	1	& SANDY SILT TO CLAYEY SILT	187	0.27	8	0.16	42%-50%	95-97	41.3				
	1.0	E SANDY SILT TO CLAYEV SILT	18.7	0.33	(A)	0.213	42%-50%	35-37	41.1				
_	8	# SILTY SAND TO SANDY SILT	48.6	0.45	122	0.269	50%-58%	37-39	107				
₹ 💮	6	8 SAND TO SILTY SAND	H6-2	0.58	20	0.296	58%-65%	39-67	T89 /	16.6			
	7	g SAND	69.1	0.27	21	0.92	58%-65%	39-41	218-1	10.0			10.0
	0	B SAND TO SILTY SAND	02.7	-0.06	18	0,345	58%-65%	39-41	182	10.0			
	0	7 SILTY SAND TO SANDY SILT	86.2	114	18	0.975	50%-58%	37-39	145.6	177			10.1
	10	B SAND TO SILTY SAND	78.8	0.72	18	0.400	58%-65%	37.39	162.6				
	11	8 SAND TO SILTY SAND	72.1	0.52	17	0.428	50%-58%	37-39	158.6	-			\$1-0.
	12	8 SAND TO SILTY SAND	68.3	9.64	16	0.455	50%-58%	97-89	150.0				
	45.	B SAND TO SILTY SAND	83.6	0.65	19	0,483	59%-65%	37-39	184.1				
	1.6	8 SAND TO SILTY SAND	70	106	17	0,509	50%-58%	37-39	154.1 165.8	100			4
		7 SILTY SAND TO SANDY SILT	75.3			0.539	50%-58%	97-39					-
	16	8 SAND TO SILTY SAND T SILTY SAND TO SAND!/ SILT	60.9	0.67	16	0.565	50%-58% 50%-58%	35-07	148				7.0
	10.	# SILTY SAND TO SANDY SILT # SAND TO SILTY SAND	69.9	0.87	17	0.621	50%-58% 10%-58%	35-87	153 9	112			
	20.	8 SAND TO SILTY SAND 8 SAND	192.9	0.78	21	0.677	>85%	39-41	429.1	100			
	20.	a BAND	222.6	2.08	63	0.677	>85%	39-41	490.1				
	- 22	9 SAND	2156	2.35	53	0.743	>85%	39-41	474.1				
	20	7 SILTY SAND TO SANDY SILT	D4.1	1.49	23	0.774	50%-58%	35-87	185				
	24	8 SAND TO SILTY SAND	105.4	1.15	26	0.800	50%-58%	37-99	204.2				
	25	E SAND TO SILTY SAND	110.3	1.44	26	0.834	1010-58%	37-09	249.0				
	26	7 SILTY SAND TO SANDY SILT	167:5	1 902	29	0.965	50%-58%	35-37	296.6	100			
	27	7 SILTY SAND TO SANDY SILT	1067	1.07	29	0.897	50%-58%	95-37	234.9				
	-28	7 SILTY SAND TO SANDY SILT	02	1.79	25	0.928	50%-58%	85-97	202.5				
	19	7 SILTY SAND TO SANDY SILT	81.9	1.44	22	0.958	50%-58%	35-87	178.9				200
	10	5 CLAYEY SILT TO SILTY CLAY	48.9	179	16	0.988				177	3.0	.0	6
-	117	7 SILTY SAND TO SANDY SILT	63.7	1.33	18	1.018	4210-503	33.33	140.0	-			
	-77.	6 SANDY SILT TO CLAVEY SILT	55.6	1.28	16	1.046	35-42%	31-33	122.4				
_	(kt)	8 SANDY SILT TO GLAVEY SILT.	30.0	194	12	1.075	35-42%	31-83	85.5				
	84	# SILTY CLAY to CLAY	-30.6	1 29	11	1.100				119	2.4	. 0	6
Francis	195	5 CLAYEY SILT TO SILTY CLAY	25.7	1.01	9	5,393				16	2.5	0	6
	150	9 CLAYS	36.7	1.68	45	1.161				12.0	1.0	0	
	17	# CLAYEV SILT TO SILTY CLAY	-03.7	0.08	10	1.189.			100	1.0	3.2	0.	. 6
	- 10	2 SOFT CLAYS TO DAGANIC	117	1 100	10	1.217		(0.0)	-1.	0.5	0.5	0.	1-1
	1.0	7 SILTY SAND TO SANDY SILT	56.6	0.74	14	1.245	35-42%	11-03	117-4				
	400	8 SAND TO SILTY SAND	0.0.0	0.35	.18	1 269.	35.42%	0135	129 (*				100
						insitu	group						
	Entimated	Croandwater Depth (Feet) 5		Sour	hua Cou	nty Courthous CPT-4 03-20-2024 1	е						

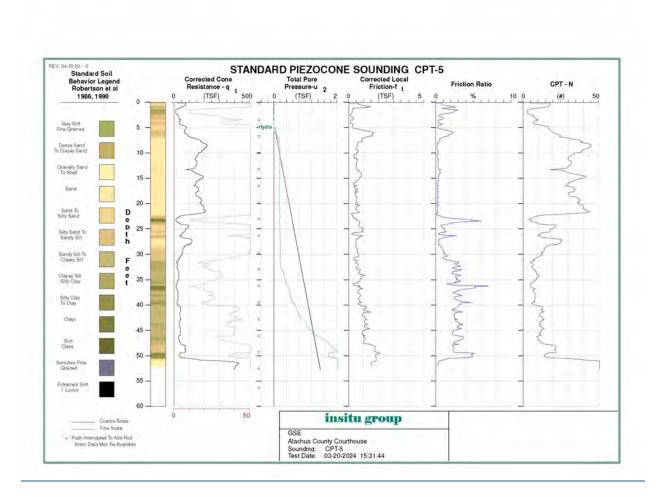
EV 04-70 00 - 0			3	STANDARD	so	IL BEHA	VIOR TA	BLE					
	Depth	Soli Behavior Type	Qı	Corrected Local Friction Lf	CPT	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCE
	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
1	41	g SAND	79.8	0.16	17	1.292	4216-50%	03/35	175.0				
	42 41	8 SAND TO SILTY BAND 7 SILTY SAND TO SANDY SILT	71 a 50.0	0.44	16	1.317	42%-50%	31-33	157 110.7				100
100	84	SILTY SAND TO SEND TSILTY CLAY	119	-248	-23	1.077	22-42-6	31-23	910,7	1.2	28	0	-0.
_	45	3 OLAYS	88-9	9.27	25	# 40G			-	0.2	11	0	100
	467	g GLAYS	195.6	2.67	To.	1.44		100		1.1	11	7/	- 6
	47	7 SILTY SAND TO SANDY SILT	613	1.15	17	1-47.	35.42%	31/53	T40.4	100			001
	80	7 SILTY SAND TO SANDY SILT W SANDY SILT TO GLAYEY SILT	142.6	2.6	51	1.500 1.588	50%-58% 50%-58%	35-97 85-97	919 B				
	to:	/ SILTY SAND TO SANDY SILT	110.1	0.47	100	1 570	00%58%	33-89	763.6				
	8.0	g SAND	00€ 8	3.90	77.	B.EDB.	586%	37-29	579 B				
	62	8 SAND	152.6	A 10	87	17144	>89%	119-61	375.7				
	53 -	END OF SOUNDING	-394										
				GSE Alad	hua Cou	insitu	group	y == '					



Normalized Soil Behavior Type B OENSE SILTY SAND TO SANDL B SAND TO CLEAN SAND B SAND MORTURES SILTY SAND B SAND MORTURES SILTY SAND B SAND TO CLEAN SAND B SAND TO CLEAN SAND B SAND TO CLEAN SAND C	Nqt (#) 202.9 1448 849 55.4 102.4 105.9 125.2 121.7 102.4 105.9 122.6 10	NFriction Ratio Fr (%) 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	131 131 131 1215 226 187 143 153 143 175 177 109 108 108 109 109 109 109 109 109 109 109 109 109	CPT N60 (#) 12 11 6 6 6 19 10 10 11 10 10 17 10 10 10 10 10 10 10 10 10 10 10 10 10	Vertical Effective Stress (TSF) 0.055 0.107 0.15 0.107 0.15 0.25 0.25 0.25 0.25 0.25 0.25 0.25 0.2	Relative Density (%) 756 154 140 154 156 156 157 157	Friction Angle (Degrees) 33 6 33 8 33 8 34 6 34 8 32 8 32 32 32 32 32 32 32 32 32 32 32 32 32	Youngs Modulus (TSF) 204 276 202 270 202 270 202 270 402 401 504 402 510 648 648 548 558	(TSF)	OCR	(#)
B DENSE SILTY SAND TO SAMID SAND TO CLEAN SAND SAND MICHES SILTY SAND SAND MICHES SILTY SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND SAND SAND SAND SAND SAND SAND	202 9 144 8 84 9 155 4 152 4 155 9 155 4 105 9 122 4 105 8 65 1 102 4 105 8 65 1 102 5 116 5 105 8 105	(%) 0.25 0.55 1.45 1.78 0.65 0.27 0.43 1.77 0.98 0.77 0.98 0.77 0.98 1.42 1.16 1.36 0.67 0.96 0.76 0.96 0.76 0.96 0.76 0.96 0.77 0.96 0.96 0.76 0.96 0.76 0.96 0.76 0.96 0.96 0.76 0.96 0.96 0.76 0.96 0.96 0.96 0.96 0.96 0.96 0.96 0.9	131 161 215 226 187 765 143 159 201 189 177 177 108 107 109 103 140 2	12 11 6 6 72 79 19 10 18 17 47 80 18 47 19 20 20 22	(TSF) 0 055 0 107 0 18 0 210 0 229 0 229 0 327 0 327 0 345 0 375 0 402 0 402 0 403 0 509 0 509 0 509 0 509 0 509	76 B4 40 84 66 66 65 55 56 55 51 48 51	33 6 33 8 30 8 30 8 30 8 31 9 32 8 32 32 32 32 32 31 2 32 31 2 32 31 2 32 31 2 32 31 2 31	264 278 208 202 270 488 452 452 601 554 460 550 544 650 544 657 544 658 545 658		The state of the s	
B SANG TO CLEAN SAND B SAND MICTURES SILTY SAND B SAND MICTURES SILTY SAND B SAND TO CLEAN SAND B SAND TO CLEAN SAND B SAND TO CLEAN SAND C S SAND C S SAND C S S S S S S S S S S S S S S S S S S S	144 8 84 9 55 4 192 4 192 4 195 9 122 192 4 193 5 192 5 116 9 2 5 116 9 2 5 116 9 2 5 116 9 2 5 116 9 2 5 116 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0.50 1.45 1.47 0.992 0.66 0.27 0.43 1.75 0.992 0.79 0.94 1.16 1.26 0.67 0.66	161 215 226 187 765 143 159 187 187 187 109 109 109 109 109 109 109 109 109 109	11 6 6 6 12 19 19 19 19 19 19 19 19 19 19 19 19 19	0 107 0 16 0 210 0 296 0 32 0 345 0 402 0 402 0 402 0 403 0 455 0 463 0 599 0 598 0 598 0 601	76 B4 40 84 66 66 65 55 56 55 51 48 51	828 246 31.0 32.8 32.8 32.3 32	278 203 207 270 408 459 442 601 554 459 540 550 544 557 558	111111111111111111111111111111111111111	The state of the s	
BAND MIXTURES - SILTY SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND SAND SAND SAND SAND SAND SAND	84 9 55 4 102 4 155 2 154 121 2 121 2 122 4 105 9 122 102 4 108 6 92 6 116 9 257 8	1.45 1.78 0.65 0.27 0.43 1.75 0.98 0.79 0.94 0.79 1.40 1.10 1.26 0.67	215 226 187 165 143 159 201 183 178 187 1,77 1,09 1,09 1,09 1,09 2,175	6 6 6 12 19 10 10 10 10 10 10 10 10 10 10 10 10 10	D 16 0 210 0 299 0 296 0 32 0 345 0 375 0 402 0 455 0 455 0 455 0 455 0 509 0 550 0 566 0 601	40 40 54 66 66 61 58 58 55 59 55 51 48 51	20.6 20.0 32.6 32.8 32 32 32 32 31.2 32 31.2 32 31.2 32 31.2 32 31.2 32 31.2 32 31.2 32 31.2 32 31.2 32 31.2 31.	208 207 1770 488 459 442 601 554 489 5111 550 544 657 550 545 553 556	111111111111111111111111111111111111111	271 18 10 11 18 18 18	
BAND MIXTURES SILTY SAMO 7 SAMO TO CLEAN SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 9 SAND 9 SAND 10 SAND 11 SAND 12 SAND 13 SAND 14 SAND 15 SAND 15 SAND 16 SAND 17 SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND 18 SAND TO CLEAN SAND	55 4 192 A 193 9 195 9 194 194 194 195 9 192 192 4 193 4 193 5 193 6 193 7 193	178 0.92 0.65 0.27 0.43 1.75 0.98 0.72 0.94 0.79 0.98 1.40 1.40 1.26 0.67	226 187 165 143 159 201 183 178 187 177 109 109 109 201 175	6 12 19 19 17 18 10 17 47 60 18 20 18 47 47 47 47 47 47 47 47 47 47 47 47 47	0 210 D 200 D 200 D 32 D 345 O 375 O 400 O 400 O 455 D 400 O 500 O 500 O 500 O 500 O 500 O 500	40 si4 si6 si6 si7 si6 si6 si7 si7 si7 48 si7 si7 si7 si7 si7 si7 si7 si7 si7 si7	30.0 31.0 32.5 32.0	202 270 488 459 442 601 554 489 5510 550 544 550 545 550 553 553	111111111111111111111111111111111111111	271 18 10 11 18 18 18	
7 SAHD 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 8 SAND 9 SAND 9 SAND 10 SAND	102 4 156 9 155 2 154 121 2 121 7 112 4 105 9 102 4 108 8 20 1 82 5 116 8 20 5 20 5 257 8	0.92 0.66 0.27 0.43 1.75 0.98 0.72 0.94 0.79 0.99 1.40 1.40 1.40 1.40 1.40 1.40 1.40 1.40	187 165 143 159 201 183 178 187 177 109 109 109 2 175	92 93 10 17 18 10 17 47 80 10 20 10 47 10 22	D 266 D 296 D 32 D 945 O 375 O 402 O 468 O 455 D 493 O 500 O 500 O 500 O 500 O 500	54 66 65 61 58 56 55 53 54 55 61 48 51	91 J 52 8 52 52 52 52 52 53 51 51 51 51 51 51 51 51 51 51	970 488 439 442 601 504 489 518 550 544 658 545 558	111111111111111111111111111111111111111	271 18 10 11 18 18 18	
9 SAND TOCLEAN SAND 9 SAND TOCLEAN SAND 9 SAND TOCLEAN SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 8 SAND 9 SAND 9 SAND 10 SAND	156 9 155 2 194 121 2 121 2 121 4 195 9 122 102 4 108 8 93 1 82 5 92 5 20 5 20 7 8	0.65 0.27 0.43 1.75 0.98 0.72 0.94 0.79 0.94 1.16 1.26 0.67	7.65 1.43 1.59 2.01 1.83 1.79 1.07 1.07 1.09 1.00 1.00 2.175	19 19 17 18 18 17 47 60 18 20 18 47 19 22	0.296 0.32 0.345 0.375 0.402 0.402 0.403 0.555 0.493 0.509 0.509 0.509	66 65 61 56 55 54 55 61 48 51	32 8 32 8 32 32 32 31 2 31 2 31 2 31 2 31 3 31 3	499 499 442 601 504 499 510 560 544 657 545 545 545	F1114281114288	271 18 10 11 18 18 18	
SAND TO CLEAN SAND SAND	155.2 194 121.2 121.7 112.4 195.9 122 102.4 108.8 93.1 82.5 116.8 22.5 257.8	0 27 0 43 1 75 0 98 0 72 0 94 0 79 0 98 1 40 1 1 (66 1 26 7 0 4	143 159 201 183 178 187 177 109 108 103 109 2	19 17 18 18 17 47 80 18 20 18 47 19 22	0.32 0.345 0.375 0.402 0.408 0.455 0.483 0.509 0.509 0.509 0.509	86 61 58 56 55 53 54 55 61 48 51	32 8 32 32 32 31 2 31 2 31 2 31 2 31 2 31 2 31 2 31 3 31 4 31 8	459 442 601 504 489 510 560 544 858 545 535 628	111111111111111111111111111111111111111		10 mm
B SAND TO CLEAN SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 8 SAND 7 SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND	194 121 2 121 7 112 4 195 9 122 102 4 108 8 93 1 82 5 92 5 116 8 20 5 257 8	0.49 1.75 0.98 0.72 0.94 0.79 0.99 1.42 1.105 1.26 0.67	159 2.01 1.83 1.78 1.67 1.77 1.09 1.08 1.09 1.09 2.1.75	17 18 18 17 17 18 20 18 20 18 47 19	0.945 0.975 0.402 0.408 0.455 0.493 0.509 0.509 0.509 0.509 0.665 0.509	61 58 58 56 55 53 54 55 51 48 51	32 32 32 31 2 31 2 31 2 31 2 31 2 31 2 3	442 601 534 489 510 560 544 858 546 535	F113 17 1 18 1	211128111118	10 mm
7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 7 SAMD 9 SAND TO LEAN SAMD 8 SAND TO LEAN SAMD 8 SAMD TO LEAN SAMD	121 2 121 7 112 4 105 9 122 102 4 108 8 90 1 82 6 92 6 116 8 200 5 257 8	175 0 98 0 72 0 94 0 79 0 79 1 40 1 1 (E 1 26 0 67	2.01 1.93 1.78 1.67 1.77 1.09 1.09 1.09 1.09 2.1.75	18 17 17 17 18 20 18 20 18 47 19	0.375 0.402 0.408 0.455 0.493 0.500 0.530 0.530 0.565 0.609	56 56 55 53 54 55 51 48 51	32 32 32 31 2 31 2 31 2 31 2 31 4 31 4	601 504 489 510 560 544 858 546 505 628	F1114 2 3 1 1 4	2 () REFLECTION	
7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 8 SAND TO CLEANSAND 8 SAND TO SLEANSAND	121.7 112.4 105.9 122 102.4 108.8 93.1 82.6 92.6 116.8 220.5 257.8	0 98 0 72 0 94 0 79 0 98 1 40 1 1 106 1 26 1 04	188 178 187 177 109 108 103 100 2 175	10 17 17 87 80 18 20 18 47 10 22	0.402 0.428 0.455 0.493 0.509 0.539 0.565 0.597 0.621	58 56 55 59 54 55 51 48	32 31 2 32 31 2 31 2 32 31 2 32 31 2 30 4	504 489 518 560 544 858 546 535 628	111111111111111111111111111111111111111	1110810113	
7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO SLEAN SAND 8 SAND TO SLEAN SAND	112.4 105.9 122 102.4 108.8 98.1 82.6 92.6 116.8 220.5 257.8	0.72 0.94 0.79 0.59 1.40 1 1.06 1.26 1.26 1.067	178 187 177 109 108 103 109 2	17. 17. 87. 80. 18. 20. 18. 47. 10. 22.	0.408 0.455 0.493 0.509 0.530 0.665 0.597	56 55 58 54 55 51 48	32 31 2 32 31 2 32 31 2 30 4 81 8	489 510 560 544 858 546 535 828	10		
7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 9 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND	122 102.4 109.8 93.1 82.6 92.6 116.6 220.5 257.6	0.79 0.98 1.40 1 1.05 1.26 0.67	1.77 1.09 1.09 1.03 1.09 2 1.75	100 118 20 118 47 10 22	0.483 0.509 0.530 0.585 0.595 0.627	53 54 55 51 48 51	32 31.2 32 31.2 30.4 81.8	560 544 658 546 505 628	10		# X
7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 7 SAND 9 SAND 10 SAND 10 SAND 10 SAND 10 SAND 8 SAND TOCLEANSAND 8 SAND TOCLEANSAND 8 SAND TOCLEANSAND 10 SAND MITTURES SILTY SAND	102.4 108.8 93.1 82.6 92.6 116.8 220.5 257.8	1 40 1 1 (6 1 26 2 67	1 09 1 08 1 03 1 09 2 1 75	18 20 18 47 19 22	0 500 0 530 0 585 0 593 0 627	54 55 51 48 51	31.2 32 31.2 30.4 31.8	544 65R 540 505 628	=		# X
2 SAND 2 SAND 3 SAND 3 SAND 4 SAND 5 SAND 6 SAND TOCLEANSAND 6 SAND MITTURES - SILTY SAND	109.8 93.1 82.6 92.6 116.8 220.5 257.6	1 40 1 (6 1 26 1 67	1 00 1 03 1 00 2 1 75	20 18 47 19 22	0 530 0 565 0 597 0 621	55 51 48 51	92 31.2 30.4 81.2	65% 546 555 528		=	
7 SAND 7 SAND 7 SAND 7 SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO SAND SAND 8 SAND MINTURES SULT SAND	93.1 82.6 92.6 116.8 220.5 257.6	1 (6 1 26 267 0 4	1 03 1 00 2 1 75	48 47 49 22	0.565 0.598 0.621	51 48 51	31 2 30 4 31 2	546 535 628	-	100	
7 SAND 7 SAND 7 SAND 8 SAND TOCLEANSAND 8 SAND TOCLEANSAND 8 SAND TOCLEANSAND 8 SAND TOCLEANSAND 8 SAND MITTIMES - SILTY SAND	82.6 92.6 116.8 220.5 257.6	1 (E 1 26 0 67 0 4	1 00 2 1.75	47 10 22	9.598 9.621	49 51	30 4 81 2	535 628	-	100	
7 SAND 7 SAND 8 SAND TO CLEAN SAND 6 SAND TO CLEAN SAND 6 SAND TO CLEAN SAND 6 SAND TO CLEAN SAND 6 SAND TO CLEAN SAND 6 SAND TO CLEAN SAND 6 SAND MINTURES SULTY SAND	92.6 116.6 220.5 257.6	1 26 0 67 0 4	1.75	19	0.621	51	81.2	628	-1		
7 SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 6 SAND TO CLEAN SAND 7 SAND MIXTURES - SILTY SAND	116.8 220.5 257.6	0.4	1.75	22							
8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 6 SAND MINTURES - SILTY SAND	257 6	0.4			0.040			514	4.0		2.0
# SAND TO CLEAN SAND # SAND TO CLEAN SAND # SAND MINTURES - SILTY SAND	257 6				0.677	79	34.4	798	11		
8 SAND TO CLEAN SAND 6 SAND MINTURES - SILTY SAND			1.59	47	0.71	85	35.2	1191			
		1.09	1 85	47	0.740	85	34.4	1243			
	97.6	1.79	2.00	24	0.774	52	31.2	920	-	-	
7 SAND	116.5	1.1	1.00	97	0.803	58	32	815			
7 SAND	123.0	1.28	1.01	29.	0.834	30	32	302			
7 SAND	195.4	1.71	E.02	700	0.865	57	32	981			800
7 SAND 8 SAND MIXTURES SILTY SAND	111.0	1.77	2.04	-27	0.028	58 51	32 31.2	1000			
 SAND MIXTURES - SILTY SAND 	60.0	≥ 14	2 29	21	1.018	41	20.0	839	11.0		800
5 SAND MIXTURES - CLAYEV SAND	51.5	2.37	2.97	19	1 0 46	98	28 8	776	-41		
5 SAND MIXTURES - CLAYEY SAND	345	2.81	2.55	15	1.075	31	27.2	669		10.0	100
		4.29	276	14	1.103	27	26.4	677	11		
					3.431				100		
									44,		
noted Commitment Ready (East) 5		-	110		area er	out					
	B SAND MIXTURES - SILTY SAND 5 SAND MIXTURES - SILTY SAND 6 SAND MIXTURES - SILTY SAND 5 SAND MIXTURES - CLAYEY SAND 5 SAND MIXTURES - CLAYEY SAND 4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 6 SILT MIXTURES - CLAYEY SILT TO SILTY CLAYER 6 SILTY	8 SAMMINTURES - SILTY SAND 91 5 SAMMINTURES - SILTY SAND 41 9 SAMMINTURES - SILTY SAND 60 8 SAMMINTURES - SILTY SAND 51 5 SAMMINTURES - SILTY SAND 51 5 SAMMINTURES - CILAYEY SAND 51 5 SILT MOTURES - CILAYEY SILT TO SILTY CLAY 21 8 SILT MOTURES - CILAYEY SILT TO SILTY CLAY 22 8 SILT MOTURES - CILAYEY SILT TO SILTY CLAY 25 9 SILTY SAND 51 50 50 50 50 50 50 50 50 50 50 50 50 50	8 SAND MYTURES - SILITY SAND 91 8 18 5 SAND MYTURES - DLAYEY SAND 419 4 15 SAND MYTURES - DLAYEY SAND 50.8 214 5 SAND MYTURES - DLAYEY SAND 51.5 237 5 SAND MYTURES - CLAYEY SAND 51.5 261 4 SIL MYTURES - CLAYEY SAND 51.5 261 4 20 4 SIL MYTURES - CLAYEY SILIT O SILTY CLAY 22 8 4 29 4 SILT MYTURES - CLAYEY SILIT O SILTY CLAY 22 9 5 A2 5 SILTY MYTURES - CLAYEY SILIT O SILTY CLAY 25 3 3 2 5 CLAYS - SILTY CLAY TO CLAY 27 5 3 3 2 5 CLAYS - SILTY CLAY TO CLAY 27 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2	6 SAND MINTRES - CLAYEY SAND 91 8 15 214 292 5 SAND MINTRES - CLAYEY SAND 419 415 26 9 SAND MINTRES - CLAYEY SAND 40 60 6 214 292 5 SAND MINTRES - CLAYEY SAND 515 297 297 5 SAND MINTRES - CLAYEY SAND 345 261 255 4 SET MINT DRES - CLAYEY SAND 247 218 429 276 4 SET MINT DRES - CLAYEY SAND 25 218 429 276 4 SET MINTRES - CLAYEY SAND 25 218 449 28 4 SET MINTRES - CLAYEY SANT TO SETY CLAY 218 449 28 279 3 CLAYES - SETY CLAY 10 SETY CLAY 25 3 1 27 3 CLAYES - SETY CLAY 10 SETY CLAY 25 3 1 27 2 SAND 475 261 201 201 201 201 201 201 201 201 201 20	6 SAND MIXTURES - SILTY SAND	8 SAND MIXTURES - DILYY SAND 91 \$ 18 214 24 0.958 SAND MIXTURES - DILYY SAND 41 9 415 26 17 0.958 9 SAND MIXTURES - SILYY SAND 00 214 229 21 1.019 5 SAND MIXTURES - SILYY SAND 51.5 237 2.97 19 10.66 5 SAND MIXTURES - CLAYEY SAND 51.5 237 2.97 19 10.66 5 SAND MIXTURES - CLAYEY SAND 51.5 237 2.97 19 10.66 4 SILT MIXTURES - CLAYEY SILT TO SILYY CLAY 26 420 2.76 14 1.109 4 SILT MIXTURES - CLAYEY SILT TO SILYY CLAY 27 28 420 2.76 14 1.109 4 SILT MIXTURES - CLAYEY SILT TO SILYY CLAY 28 420 2.76 14 1.109 4 SILT MIXTURES - CLAYEY SILT TO SILYY CLAY 29 542 2.79 17 1.161 5 CLAYE - SILYY CLAY TO CLAY 20 542 2.79 17 1.161 5 CLAYE - SILYY CLAY TO CLAY 25 2.31 2.71 14 1.99 5 CLAYE - SILYY CLAY TO CLAY 25 2.31 2.71 14 1.99 6 SAND MIXTURES - SILYY SAND 47.5 1.50 10 1.44 2.29 16 1.245 7 SAND COUNTED SILYY CLAY TO CLAY 27 1.45 1.20 17 1.200 INSIGHT COUNTED SILYY CAND 47.5 1.20 17 1.200 GSE Alachua County Courthouse Soundfing: CPT-4	6 SAND MYTURES - SLITY SAND 91 8 18 214 24 0958 48 8 SAND MYTURES - DLAYEY SAND 419 415 26 17 0968 44 9 8 SAND MYTURES - DLAYEY SAND 40 214 229 21 1019 41 9 5 SAND MYTURES - DLAYEY SAND 515 237 237 19 1096 98 5 SAND MYTURES - DLAYEY SAND 515 237 237 19 1096 98 5 SAND MYTURES - DLAYEY SAND 345 291 255 15 1075 31 4 SIT MYTURES - DLAYEY SIT TO SETY CLAY 26 429 276 14 1190 27 4 SIT MYTURES - DLAYEY SIT TO SETY CLAY 27 8 429 276 19 1131 25 3 SIT MYTURES - DLAYEY SIT TO SETY CLAY 27 8 429 270 17 1181 29 3 CLAYE SIT TO SETY CLAY 28 10 342 270 17 1181 29 3 CLAYE SIT TO SETY CLAY 29 342 270 17 1181 29 3 CLAYE SIT TO SETY CLAY 29 342 270 17 1181 29 3 CLAYE SIT TO SETY CLAY 29 342 270 17 1181 29 3 CLAYE SIT TO SETY CLAY 29 342 270 17 1181 29 3 CLAYE SIT TO SETY CLAY 29 10 242 342 34 1277 - 14 1189 28 3 CLAYE SIT TO SETY CLAY 29 342 342 342 342 342 342 342 342 342 342	6 SAND MICTURES - CLIVEY SAND 419 415 214 24 0988 48 99.4 6 SAND MICTURES - DILAYEY SAND 419 415 28 27 0988 48 99.4 6 SAND MICTURES - DILAYEY SAND 518 214 229 21 1.019 41 298 5 SAND MICTURES - DILAYEY SAND 515 287 237 19 10.66 98 89.9 5 SAND MICTURES - CLIVEY SAND 515 287 237 19 10.66 98 89.9 5 SAND MICTURES - CLIVEY SAND 245 281 255 15 1075 31 272 4 SICT MICTURES - CLIVEY SAND 218 409 28 12 1.101 25 25 44 5 SICT MICTURES - CLIVEY SAND 218 409 28 12 1.101 25 25 4 5 SICT MICTURES - CLIVEY SAND 25 281 285 12 25 11 118 29 28.4 5 SICT MICTURES - CLIVEY SAND 45 28 10 347 118 29 28.4 5 CLIVES - SAND MICTURES - SAND 475 89 10 347 8 12.17	6 SAND MIXTURES - CLIVY SAND 81 8 214 24 0948 48 99.4 859 5 SAND MIXTURES - CLIVY SAND 419 415 229 21 1.018 41 298 98 5 SAND MIXTURES - SILTY SAND 518 247 229 21 1.018 41 298 98 5 SAND MIXTURES - SILTY SAND 518 287 237 19 1.046 98 98 98 776 5 SAND MIXTURES - CLIVEY SAND 518 287 237 19 1.046 98 98 98 776 4 SILT MIXTURES - CLIVEY SAND 218 429 276 14 1.109 27 28.4 877 4 SILT MIXTURES - CLIVEY SILT TO SILTY CLIV 28 429 276 14 1.109 27 28.4 877 4 SILT MIXTURES - CLIVEY SILT TO SILTY CLIV 28 429 28 12 1.131 25 256 514 4 SILT MIXTURES - CLIVEY SILT TO SILTY CLIV 28 429 27 118 29 28.4 881 4 SILT MIXTURES - CLIVEY SILT TO SILTY CLIV 29 542 279 47 1.181 29 28.4 881 5 CLIVES - SILTY CLIV TO GLIV 28 69 10 3.47 8 1.217	6 SAND MIXTURES - CLIVEY SAND 81 2 18 214 24 0958 48 591 4 859 6 6 5 5 AND MIXTURES - CLIVEY SAND 41 9 415 26 17 0 5688 44 59 6 6 6 6 6 6 6 7 6 7 6 6 7 7 6 6 7 7 6 7	6 SAND MIXTURES - CLAVEY SAND

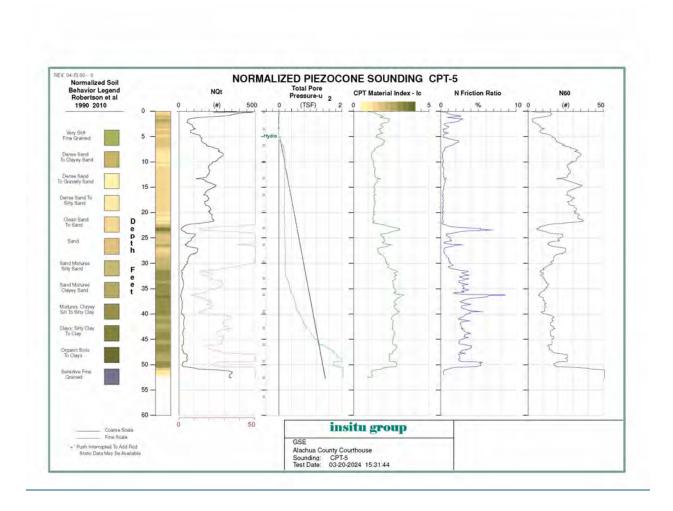




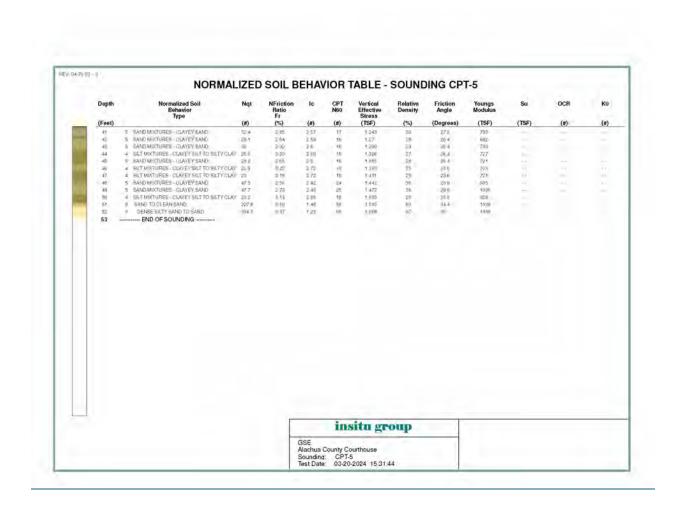


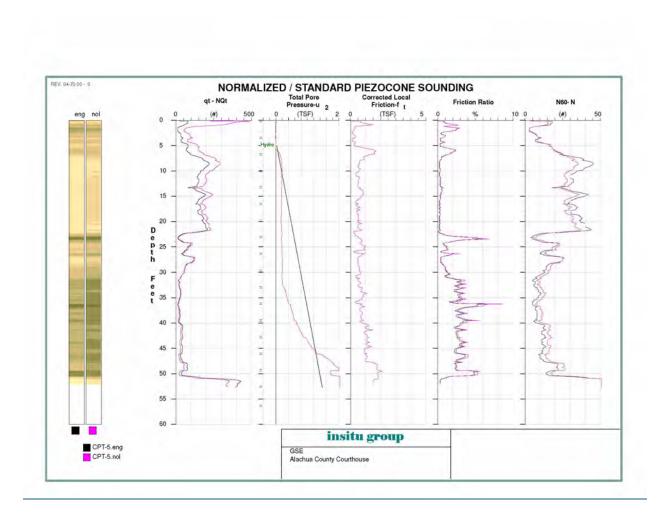
EV 04-70 00 - 0			3	STANDARI	so	IL BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qt	Corrected Local Friction Lf	CPT	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCF
	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
1000		7 SILTY SAND TO SANDY SILT	49.6	0.65	12	0.058	10010-5816	0.45	109.1	146			10.0
-	Ξ.	5 CLAYEV SILT TO SILTY CLAY	11.7	0.21	2	0.109		++		0.75	5.6	0.	26
		7 SILTY SAND TO SANDY SILT	37.5	0.24	8	0.162	50%-58%	39-41	91.0				
	1.6	7 SILTY SAND TO SANDY SILT	36.4	0.21	8	0.215	1074-584	37-39	80.1				
_	8	B SAND TO SILTY SAND	77.4	0.47	97	9 272	1816-55%	39-41	370-4				
₹	6	7 SILTY SAND TO SANDY SILT	76.5	1 59	21	0.302	38%-65%	39e-aT	165 0				
	7	8 SAND TO SILTY SAND	122.2	1.09	25	0.332	65%-85%	45.43	269	100			10.0
	0	g SAND	196	0.66	42	0.06	>85%	>40	491.2				1-0
	0	9 SAND	205 8	0.52	41	0.389	>85%	545	451.7	17.7			100
	10	g SAND	165.5	0.53	25	0.415	>85%	41-49	064.2	377			
	51	g SAND	1437	0.45	31	0.442	65%-65%	41-45	916 2	200			E-0.
	12	8 SAND 8 SAND	149.7	0.53	152	0.469	>85%	89-61	329.5	10.0			
	411		155.4		54	0.496	59%-65% 65%-85%	39-41	250.4 341.8	100			
	15	9 SAND	176.6	0 83 0.68	38	0.554	65%-85%	39-41	388 5				0-0
	16	9 SAND	141.9	0.39	30	0.58	65%-85%	39-41	312.3				
	97	# SAND	153.2	0.45	52	0.607	65%-85%	39-41	337 1	- 3			
	10	# SAND	144.9	0.45	31	0.633	55%-85%	39-41	316 6				
	10.	IX SAND	170.7	0.53	27	0.661	65%-95%	30-41	385-5	112			
	20.	# SAND	176.5	-0.55	35	0.688	65%-85%	09-41	388.5				
	41	B SAND	197 A	0.51	42	0.716	>85%	39.41	494.4				
	-92	B SAND	115 (0.93	154	0.741	58%-65%	37-99	254.7				le v
	20	# SILTY CLAY to CLAY	14.6	0.5	6	0.766	20.00.00.00	31.30	224	9.6	1.4	(0.	6
	24	7 SILTY SAND TO SANDY SILT	612	0.71	10	0.792	42%-50%	33-35	194.8	42			71
	25	E SAND TO SILTY SAND	77.4	-0.9	19.	0.821	60%-58%	35-37	170.3				
100	26.	7 SILTY SAND TO SANDY SILT	447	0.56	99	0.847	55-42%	31/33	98.9	100			100.1
0.000	27	8 SAND TO SILTY SAND	99.2	0.55	22	0.875	50%-58%	95-37	218.2				
	-28	8 SAND TO SILTY SAND	95	0.48	21	0.901	50%-58%	85-97	209.1	77			
	129	8 SAND TO SILTY SAND	-58 6	0.57	14	0.928	425-50%	9.9-85	129				
	10	T SILTY SAND TO SANDY SILT	49.1	0.64	10	0.954	35.42%	01-23	106.1				
	113"	7 SILTY SAND TO SANDY SILT	-50	0.42	8	0.000	35.42%	299t	66.1	70.0			100.0
1000	-82	5 CLAYEY SILT TO SILTY CLAY	20.5	0.6	7	1.004				112	34	0.	6
	85	5 CLAYEY SILT TO SILTY CLAY	24.3	0.66	8	1 001	len .	R.D.		13.6	14	0	- 6
	84	6 SANDY SILT TO CLAYEY BILT	314	0.88	10	1.067	35.42%	20-91	E0.2:	77			
	10/9	6 CLAYEY SILT TO SILTY CLAY	25.9	0.74	8	3,084	-		-000	1.6	54	0	6
		# SILTY CLAY to CLAY	14.5	0.54	5	1 100				0.6	26	0	3
	WT	fr CLAYEY SILT TO SILTY CLAY	20.9	0.63	7	1,135				12	2	0.	8
	-	5 CLAYEV SILT TO SILTY CLAY	25.7	0.76	B	1/163		10.0		1.6	53	0.	6
	10	5 CLAYEV SILT TO SILTY CLAY 8 CLAYEV SILT TO SILTY CLAY	259	0.72	8	1 187				1.4	33	0	6
	40	# CLAYEV SILT TO SILTY DLAY	24.8	0.8	8	1.214		30-	-	1.5	1.1	.0	ь
						insitu	group						
	Estimated	Croundwater Depth (Feet) 5		Sour	nua Conding: Date:	unty Courthous CPT-5 03-20-2024 1							

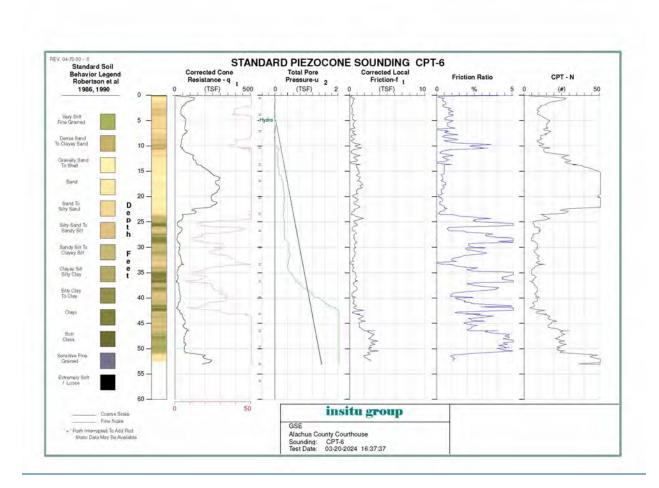
EV 04-70 00 - 0			3	STANDARD	so	IL BEHA	VIOR TA	BLE					
	Depth	Soil Behavior Type	Qt	Corrected Local Friction Lf	N	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	oci
	(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	_
	45	E SANDY SILT TO CLIVEY SILT E SANDY SILT TO CLIVEY SILT	41 8 88.7	1 12	12	1 243	25.42%	29-01	95 1				
	40	a SANDY SILT TO CLAYEY SILT	40.7	1.12	15	1.299	35-42%	29-01	89.5				
	84	6 SANDY SILT TO CLAYEY SILT	-36:	1.10	12	1,026	25.42%	79-21	79.8				
	45	5 SANDY SILT TO CLAVEY SILT	89.9	0.98	112	1 565	35-42%	29-91	87 B				
	6	6 SANDY SILT TO CLAYEY SILT	12.4	1.17	TY	1.383	25.42%	27:29	74.5				
1000	47	# SAMDY SILT TO CLAYEV SILT	94.7	1.02	11	1:411	39-42%	27:29	76.4				1001
	80	6 SANDY SILT TO CLAYEY SILT 8 SANDY SILT TO CLAYEY SILT	67.4	1.02	201 E1	1 442	25.42%	11-31	548.4 552.7				
_	to:	# SANDY SILT TO CLAVEY SILT # SILTY CLAV IS CLAY	378	102	40.	1.503	35-42%	11-83	105.4	27	21	0	- 6
The same of	85	g SANO	195.0	171	011	1 5/5	>86%	37-89	635 V	200	-		101
	62	19 GRAVELLY SAND TO SAND	440.5	150	.00	1 588	>89%	19-61	900 8				
	52 -	END OF SOUNDING											
				GSE Alad	nua Cou	insitu	group						



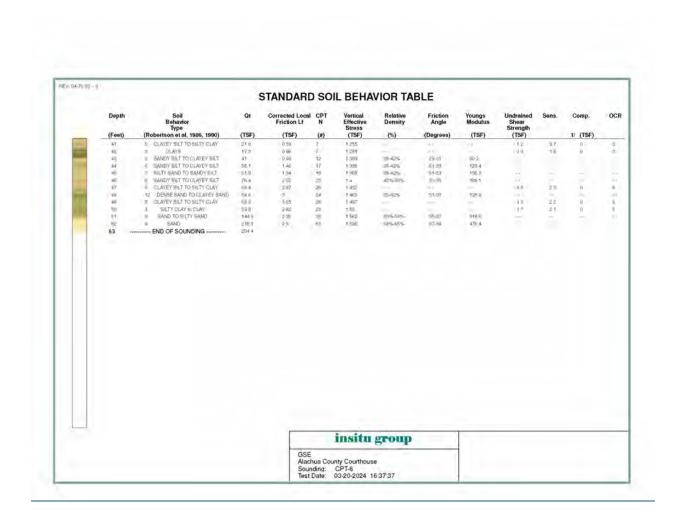
		11071111712			LIIA	vion	TABLE -	SOUND	mid or	1-5			
	Depth	Normalized Soil Behavior Type	Nqt	NFriction Ratio Fr	lo	CPT N60	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	Ko
	(Feet)	362	(#)	(%)	(#)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#)
	-9	7 SAND	237.0	1.71	1.01	12	0.058	82	34.4	352	- 11		8.0
	2	# SANDMIXTURES - SILTY SAND	58	18	2.85	1.0	0.109	40	28 9	144	11		800
	5	7 SAND	99	0.64	1.70		0.162	88	31.2	25%			
	4	7 SAND	244	0.58	1.02	0	0.215	49.	30.4	360	Direct Contract Contr		
	5	# SAND TO CLEAN SAND	1442	0.6	7.54	17	D.272	B-A	32.8	342	22		- 0
	В	7 SAND	157.5	2.17	2	-21	D 50c	67	32 B	670		4.4	
	7	8 SAND TO CLEAN SAND	205.5	0.89	164	26	0.552	7.5	34.4	699	**		
	8	9 DENSE SILTY SAND TO SAND 9 DENSE SILTY SAND TO SAND	274.1	0.33	126	33	0.56	88	35.2	692	*1		8.0
	81	a consequent of the consequent	273.3	0.25	12	33	0.588	88	35.2	672		100	
	10	8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND	225.4 194.1	0.32	1.33	26	0.415 0.442	7.4	34.4	582			
	12	8 SAND TO CLEAN SAND	199.8	0.55	139	26	0.469	75	99.6	622	201		
	13	8 SAND TO CLEAN SAND	154.6	0.48	1.56	21	0.490	88	32.8	585			
	14	8 SAND TO CLEAN SAND	202.4	0.53	149	31	0.525	76	33.6	732	-		87
	15	8 SAND TO CLEAN SAND	218.8	0.58	138	32	0.554	79	34.4	724			
	16	8 SAND TO CLEAN SAND	172.9	0.27	1.39	26	0.58	70	33.6	588			
	47	8 SAND TO CLEAN SAND	183.1	0.28	1.38	26	V 607	72	99.6	627			
	16	8 SAND TO CLEAN SAND	171.4	0.31	1.42	27	0.633	69	88.6	524			
	10	8 SAND TO CLEAN SAND	201.5	0.3	1.35	21	0.661	75	33.6	694	11		211
	20	8 SAND TO CLEAN SAND	200.1	0.31	1.36	42	0.688	75	-33.6	704			800
	21	W DENSE SILTY SAND TO SAND	219	0.25	1-26	34	0.716	78	84.4	712	111		
	22	8 SAND TO CLEAN SAND	120.3	0.28	151	-23	0.741	60	32	556			-
	23	4 SILT MOTURES - CLAYEV SILT TO SILTY CLAY	172	0.76	2.86	7	0.766	22	24.6	956		-	
	24	# SANDMIXTURES SILTY SAND	69.4	7.16	207	105	0.792	4.5	29.6	591	-		
	25	7 SAND	35.5	1.19	-2	21	0.821	40	30.4	687			
	28	B SAND MIXTURES - SILTY SAND	48.4	1.51	2.22	14	0.847	97	28.8	522	111	10.1	800
	27	7 SAND	109.7	0.58	1.74	25	0.875	54	31.2	655			
	28	7 SANO	07.6	0.51	1.74	:22	0.001	52	31.2	607			11
	29	6 SAND MUTURES - SILTY SAND	59.4	1.01	2.09	17	0.078	41	29.6	577	***		
	31	6 SAND MIXTURES - SILTY SAND	28.7	1.94	2 23	11	0.954	37	28 B 26 4	57/0 446			
100	32	5 SAND MIXTURES - CLAYEY SAND 4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY	18.6	32	2.44	9	1.004	29	26.4	459	44	10.0	800
	55	4 SILT MIXTURES - CLAYEY SILT TO SILTY GLAY 4 SILT MIXTURES - CLAYEY SILT TO SILTY GLAY	21.8	2.93	271	11	1.004	29	25.6	490			
	34	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY	27.9	2.90	2.63	10	1.057	28	25.4	502	77		
(100)	35	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY	21.5	3.17	2.74	11	1 084	24	25.6	587			
	36	# CLAYS - SILTY CLAY TO CLAY	11.1	4.56	3.05	- 18	1.108		1000	307	O'es-	- 0	
100	37	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY	16.6	3.65	2.86	10	1 130	2.1	248	506	-	10.0	
	36	4 SILT MULTURES - CLAVEY SILT TO SILTY CLAY		9 22	2.76	11	7.161	24	248	556	*1		
	39	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		9.91	2.8	- 11	1 187	22	248	541			-
100	40	4 SILT MIXTURES CLAVEY SILT TO SILTY CLAY	10.0	m 54	2.02	.12	1.214	20.	E4.0	570			
						in	situ gr	oup					
	Farm	acted Crowdonter Depth (Feet) 5		-	GSE		- 0						

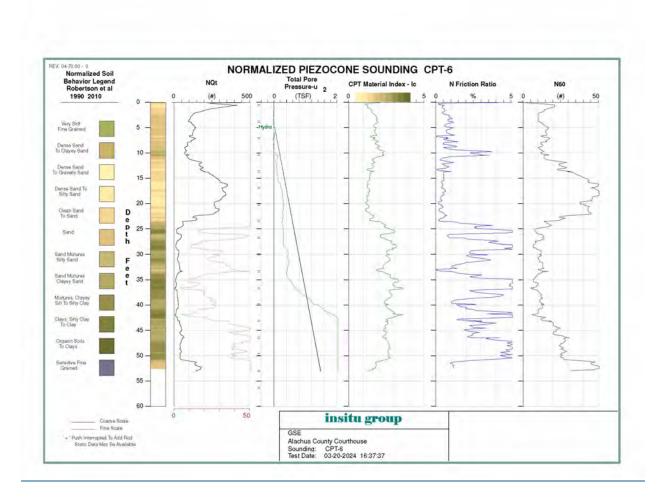






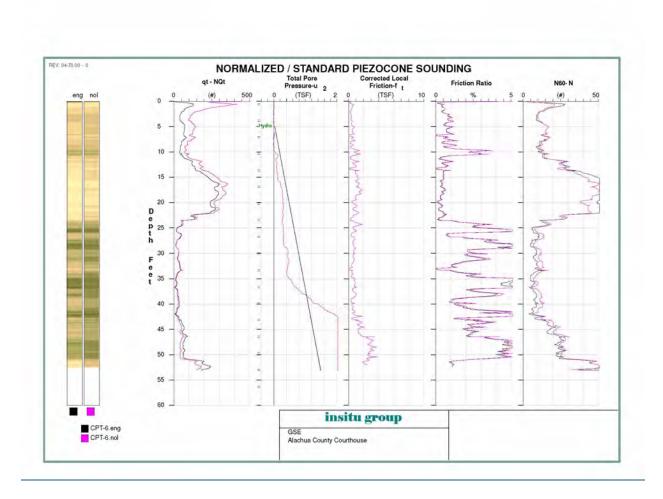
NEV D	4-70 00 - 0			3	STANDAR	D SO	IL BEHA	VIOR TA	BLE					
		Depth	Soil Behavior Type	Qt	Corrected Loca Friction Lf	al CPT	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Undrained Shear Strength	Sens.	Comp.	OCE
		(Feet)	(Robertson et al, 1986, 1990)	(TSF)	(TSF)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)		1/ (TSF)	
- 1			g SAND	114.4	0.52	25	0.057	>85%	>45	251.7				
- 1		2	B SAND TO SILTY BAND	554	0.28	12	0.112	58%-65%	41-43	121 8				100.0
- 1		0	7 SILTY SAND TO SANDY SILT	39.2	0.96	9	0.167	50%-58%	39-41	86.2				
			7 SILTY SAND TO SANDY SILT	44.6	0.42	11	0.222	50%-58%	30-41	08.6				
<u>-</u>		4	B SAND TO SILTY SAND	69.6	0.6	76	0.279	58%-65%	39-41	150.0				
₹		6	8 SAND TO SILTY SAND	65.7	0.52	15	0.005	50%-58%	39-61	144 B				Volk
		7	 SAND TO SILTY SAND 	75.0	0.41	16	0.331	58%-65%	39-41	162.6	100			10.0
		0	B SAND TO SILTY SAND	51.9	0.41	12	0,956	50%-58%	37-39	114.3				1-0
		0	7 SILTY SAND TO SANDY SILT	40.9	0.4	10	0.081	50%-58%	95-97	90.1	10.0			10.1
- 1		10	E SANDY SILT TO CLAYEV SILT	42.6	1.25	14	0.41	50%-58%	35-37	140.9				5.7
		11	8 SAND TO SILTY SAND	117.6	0.85	14	0.435	50%-58%	57-39 59-41		200			\$1-0
		12	8 SAND TO SILTY SAND 8 SAND	134.6	0.64	27	0.463	58%-65% 65%-85%	39-41	256.7 296.5	99			
		14	g SANO	165.6	1.04	57	0.521	65%-85%	39-41	364.5	100			100
		15	9 SAND	223.7	12	50	0.588	>85%	41-43	492.1	-			
		16	9 SAND	277.1	1.19	60	0.589	>85%	41-43	609.6	0.0			0.0
		37	W SAND	269.8	1.02	59	0.615	>85%	45-45	590.5				
		10	a savo	292.2	1.45	64	0.646	>86%	45.45	642.9				
		10.	10. GRAVELLY SAND TO SAND	274.3	-0.07	59	0.676	>85%	41-43	602.4	112			
		20	9 SAND	2388	0.66	50	0.704	>85%	45-43	525.4				
		73	10 GRAVELLY SAND TO SAND	261.0	9.76	65	0.734	>85%	41-43	576				700
		-22	0 SAND	2107	1.17	47	0.764	>85%	39-41	463.5				
		23	9 SAND	129.5	0.41	26	0.791	58%-05%	37-29	265	0.0			
	-	24	7 SILTY SAND TO SANDY SILT	51.5	0.94	14	0.819	42%-50%	33-35	113.4				
- 1	100	25	5 CLAYEY SILT TO SILTY CLAY	22.5	0.70	8	0.845		9.0	0.0	1.0	3.6	D	- 10
- 1	THE R. P. LEWIS CO., LANSING	26	7 SILTY SAND TO SANDY SILT	UE 1	0.48		0.87	75-42%	31-33	79.5	11.0		100	200
		27	6 SANDY SILT TO CLAYEV SILT	34	0.89	40.	0.897	35.42%	31-23	74.9				
- 1		-28	3 CLAYS	10 €	0.61	5	0.922		-		o e	34	10	- 8
		29	5 CLAYEV SILT TO SILTY CLAY	25	0.77	8	0.949	100	14-4	-0.	1.6	.12	0	B
		190-	6 SANDV SILT TO CLAVEY SILT	29.1	0.67	0.	0.975	35-42	29-31	64	14.4		-	
ш		0.5	IL CLAYEY SILT TO SILTY CLAY	24.7	0.73	. 15	1		16.1		1.0	3.8	D	- 10
ш		772	7 SILTY SAND TO SANDY SILT	374	0.49	4	1.026	35-42%	31-33	82.9				
		ik!	8 SAND TO SILTY SAND	47.9	0.8	11	1.05	25-42%	31-33	105 4	100			
	-	84	6 SANDY SILT TO CLAYEY BILT	241	0.46	7	1.074	35.42%	27-29	8.5	TT	100	-	-
		99	3 CLAYS	182	0.68	8.1	5.3	-		-00	4.6	1.7	0	0.
		75.	a CLAVS	16.7	0.84	7	1 126				4.1	2.2	.0	- 8
- 1		117	8 CLAYS	15.	0.7	E	1 152				9.6	21	D	2
- 1		188	5 CLAYEY SILT TO SILTY CLAY	25.6	0.96	12	1 179	-3 vev	(8 +1)	-	1.6	26	0	Đ.
		1.0	7 SILTY SAND TO SANDY SILT	318	0.98	8	1 204	25.42%	27-99	B8 0				
1		40	€ SANDY SILT TO CLAYEY SILT	81.6	0.61	0.	1 229.	35.42%	20-31	72.7				.111
							insitu	group						
	I	Estimated	Groundwater Depth (Feet) \$	1	Sou	chua Cou unding:	inty Courthous CPT-6 03-20-2024 1							





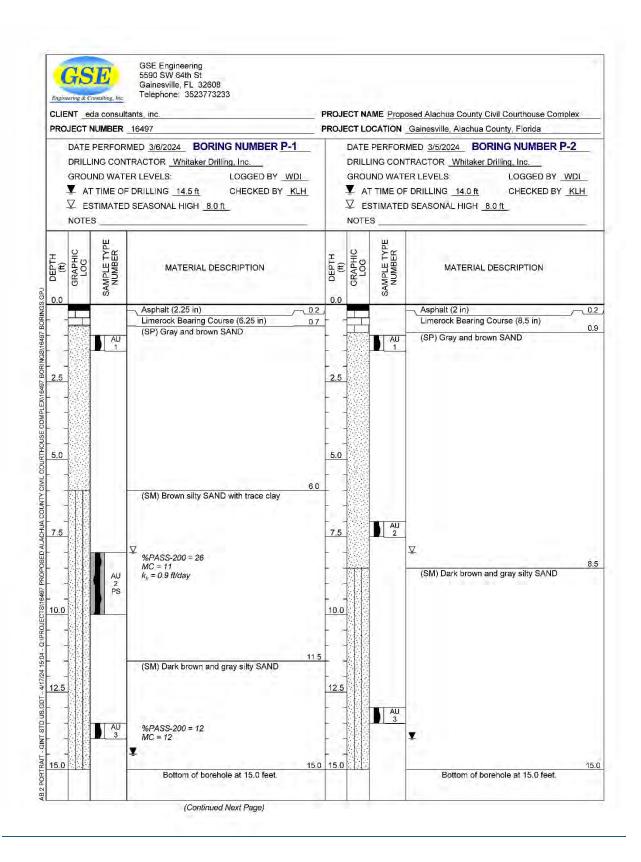
Normalized Soil Behavior Type Dense Bilty Sand To Sanix Sand To Clean Sanix Sand To Clean Sanix	Nq1 (#) 313.2 152.1 105.1 135.9 122.7 73.8 31.2 37.8 169.5 169.5 189.7 275.9 275.9 289.5 317.9 275.9 317.9	NFriction Ratio Fr (%) 0.52 0.94 0.95 0.75 0.98 0.97 0.98 0.97 0.97 0.97 0.97 0.97 0.97 0.97 0.97	13 159 186 187 177 167 187 2 2 174 185 15	CPT N60 (#) 200 -152 -10 -16 -16 -16 -16 -16 -17 -16 -17 -16 -17 -16 -17 -16 -17 -17 -17 -18 -17 -18 -18 -18 -18 -18 -18 -18 -18 -18 -18	Vertical Effective Stress (TSF) 0.097 0.192 0.192 0.290 0.331 0.956 0.381	Relative Density (%) ##4 65 55 54 62 59 60 51 45	Friction Angle (Degrees) \$2.8 31.2 91.2 22.8 52.32 91.2 90.4	Youngs Modulus (TSF) 425 297 295 341 462 467 497 995	Su (TSF)	OCR (#)	(#)
B DENSE SILTY SAND TO SAND B SAND TO CLEAN SAND 7 SAND 7 SAND 7 SAND 8 SAND TO CLEAN SAND 7 SAND 8 SAND TO CLEAN SAND 7 SAND 9 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND	\$15.2 152 107.4 105.0 105.0 122.7 126.3 92.7 759.8 81.2 47.6 169.5 180.7 217.9 279.9 269.5	(%) 0.45 0.52 0.92 0.94 0.95 0.76 0.95 0.79 0.96 0.77 0.65	13 159 186 187 176 177 187 2 2 3 1,74 185	200 -112 -10 -11 -16 -16 -16 -16 -16 -16 -16	(TSF) 0.097 0.112 0.167 0.200 0.270 0.331 0.351 0.351 0.364 0.41	85 85 84 62 89 80 51	36 32 8 31 2 31 2 32 8 32 32 32	425 297 295 341 462 447 407 995		-	
B SAND TO CLEAN SAND 7 SAND 7 SAND 7 SAND 8 SAND TO CLEAN SAND 7 SAND 8 SAND TO CLEAN SAND 7 SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND	152 107 4 105 1 136 9 722 7 788 81 2 97 8 169 5 180 7 217 9 278 8	0 52 0 92 0 94 0 98 0 79 0 55 0 79 0 98 2 99 0 5 0 75 0 47 0 63	1.59 1.86 1.87 1.76 1.67 1.67 1.87 2.23 1.74 1.65	112 10 11 16 16 17 18 17 11 14	0 112 0 167 0 200 0 270 0 315 0 351 0 356 0 381 0 41	65 85 84 62 89 80 51	32.8 31.2 31.2 32.8 32. 32. 31.2	297 295 341 462 407 407 995		4.4	
7 SAMD 7 SAMD 7 SAMD 7 SAMD 8 SAMO TOCLEAN SAMD 8 SAMO TOCLEAN SAMD 9 SAMO 9 SAMO SAMO SAMO TOCLEAN SAMD 8 SAMO TOCLEAN SAMD 9 SAMO TOCLEAN SAMD 9 SAMO TOCLEAN SAMD 9 SAMO TOCLEAN SAMD 9 SAMO TOCLEAN SAMD 9 SAMO TOCLEAN SAMO 9 DENSE SILTY SAMO TO SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO 9 SAMO TOCLEAN SAMO	107 4 105 1 136 9 722 7 126 3 82 7 73 8 81 2 97 8 169 5 189 7 217 9 278 3 339 5	0.92 0.94 0.95 0.79 0.95 0.79 0.96 2.39 0.5 0.47 0.63	186 187 1.76 1.77 187 2 23 1.74 185	10 11 16 16 10 11 11 14	0 167 0 200 0 270 0 315 0 331 0 956 0 381 0 41	55 54 62 59 60 51 45	31.2 31.2 32.8 32 32 31.2	295 341 462 447 437 995		4.4	
7 SAMD 7 SAND 7 SAND 8 SAND TICLEAN SAND 8 SAND TICLEAN SAND 7 SAND 7 SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND	105 1 195 9 122 7 126 3 32 7 75 8 81 2 97 8 169 5 180 7 217 9 278 9 389 5	0.94 0.98 0.79 0.55 0.79 0.98 2.99 0.5 0.75 0.47 0.63	187 176 177 187 2 23 174 185	11 16 16 16 17 11 14	0.300 0.270 0.305 0.331 0.956 0.381 0.41	54 62 59 60 51 45	31.2 32.8 32 32 32 31.2	341 462 447 437 995	2	4.4	
7 SAND 7 SAND 8 SAND TOCLEAN SAND 7 SAND 7 SAND 6 SAND MIXTURES SILTY SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 DENSE SILTY SAND TO SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND	156.9 122.7 126.3 32.7 75.8 81.2 47.6 169.5 180.7 217.9 276.3 339.5	0 % 0 7/4 0 55 0 7/9 0 9 6 8 2 3 9 0 5 0 5 0 7/5 0 4 7 0 6 3 3	1.76 1.67 1.67 1.87 2 2.3 1.74 1.65	16 16 16 16 16 16 16	0.279 0.331 0.331 0.956 0.381 0.41	62 59 60 51 45	32.8 32 32 31.2	462 447 437 995	2	4.4	
T SAND SAND TOCLEAN SAND SAND TOCLEAN SAND SAND SAND SAND SAND SAND SAND SAND SAND TOCLEAN SAND SAND TOCLEAN SAND SAND TOCLEAN SAND DAND TOCLEAN SAND DAND TOCLEAN SAND DENSE SILTY SAND TO SAND DENSE SILTY SAND TO SAND SAND TO CLEAN SAND	1227 1263 327 758 812 97,6 169,5 180,7 217 9 276 3	0 76 0 55 0 79 0 98 2 39 0 5 0 75 0 47 0 63	1 77 1 67 1 87 2 2 3 1 74 1 85	10 10 10 11 11	0.331 0.356 0.381 0.41	59 60 51 45	372 32 31.2	43.7 99.5	11.	4.4	
8 SAND TO CLEAN SAND 7 SAND 7 SAND 7 SAND 8 SAND MIXTURES SILTY SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 DENSE SILTY SAND TO SAND 9 SAND TO CLEAN SAND	126.3 92.7 75.8 81.2 97.6 169.5 180.7 217.9 278.3	0 55 0 79 0 98 2 39 0 5 0 75 0 47 0 63	167 187 2 23 174 165	16. 17. 11. 14.	0.331 0.956 0.381 0.41	50 51 45	32 31.2	43.7 99.5	**		
7 SAND 7 SAND 8 SAND MUXTURES SILTY SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 SAND TO CLEAN SAND 9 EAND TO CLEAN SAND 10 DENSE SILTY SAND TO SAND 10 SAND TO CLEAN SAND	92.7 75.8 81.2 97.6 169.5 180.7 217.9 278.3	0.79 0.98 2.39 0.5 0.75 0.47 0.63	187 2 23 174 185	10 11 14	0.956 0.381 0.41	51 45	31.2	595			
7 SAND SAND MIXTURES SILTY SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND DENNE SILTY SAND TO SAND DENNE SILTY SAND TO SAND SAND TO CLEAN SAND	75 8 81 2 47 8 169 5 180 7 217 9 279 3 339 5	0.98 2.39 0.5 0.75 0.47 0.63	2 23 1,74 1,65	14	0.381	45			4-4		
SAND MIXTURES - SILTY SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND	81.2 97.6 169.5 189.7 217.9 279.3 339.5	0.50 0.5 0.75 0.47 0.63	2.3 1.74 1.65	19	0.41					10.0	8.0
7 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 1 DENSE SILTY SAND TO SAND 8 SAND TO CLEAN SAND	47.6 169.5 180.7 217.9 278.3 389.5	D.5 D.75 D.47 D.63	1.74	15			30.4	565 555	200	0.00	
SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND SAND TO CLEAN SAND DENSE SILTY SAND TO SAND SAND TO CLEAN SAND	169.5 180.7 217.9 278.3 389.5	0.75 0.47 0.63	1.65			48 52	30.4	A12	-		
8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 8 SAND TO CLEAN SAND 0 DENSE SILTY SAND TO SAND 8 SAND TO CLEAN SAND	180.7 217 9 279 3 329 5	0.47 0.63		26	0.469	69	88.6	678	201		
8 SAND TO CLEAN SAND 8 SAND TO GLEAN SAND 0 DENSE SILTY SAND TO SAND 8 SAND TO CLEAN SAND	217 ù 279 3 329 5	0.63		27	0.492	71	33.6	642			
8 SAND TO CLEAN SAND 0 DENSE SILTY SAND TO SAND 8 SAND TO CLEAN SAND	279 3 339 5		152	-33	0.521	78	34.4	811		194	100
0 DENSE BILTY SAND TO SAND 8 SAND TO CLEAN SAND			1.30	41	0.553	89	30.2	980			
	24 W A	0.43	1.27	47	0.583	97	36.	990.			
# DENSESILTY SAND TO SAND	337 9	0.49	1.32	47	0.615	95	98	1026		-	
	337	D 49	5.31	51	0.646	99	26	10'00	4.5		300
III DENSE SILTY SAND TO SAND	307.6	0.35	124	4E	0.676	99	35.2	943	12	10.2	200
II DENSE SILTY SAND TO SAND	263.5	0.27	1.22	40	0.704	86	95,2	810	11.		800
9 DENSE SILTY SAND TO SAND	284.5	0.29	1.22	49	0.764	90	35.2	877	11	100	111
8 SAND TO CLEAN SAND	231 8	0.55	1.46	41	0.764	61	84.4	965	FF		-
# SAND TO CLEAN SAND	140.8	0.31	1.5	26	0.793	6.3	32.0	015	10/10/1	200	
N SAND MUCTURES - SILTY SAND	57.9	1.97	226	47	0.948	49	58.0	680	55		
4 SILT MIXTURES - CLAYEY SILT TO SILTY LILAY		5.74	2.74	10	0.845	25	25.0	487			
SAND MIXTURES - SILTY SAND	38.2	1.32	2.31	12	9.87	33	28	46.3	11.	101	800
5 SAND MIXTURES - CLAYEY SAND 3 CLAYS - SILTY CLAY TO CLAY	35.3	2.12 5.09	2.46	4.0	0.897	31	27.2	526	100	10	
3 CLAYS - SILTY CLAY TO CLAY 4 SILT MINTURES - CLAYEV SILT TO SILTY CLAY	13	33	2.71	7	0.949	26	25 6	517	0.85		-
5 SAND MIXTURES - CLAYEY SAND	27.8	2.44	258	10	0.975	28	26.4	515	20		
4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		317	272	11	1	25	25.5	517	11.		
5 SAND MUCTURES - CLAYEY SAND	34.6	137	2.95	10	1.026	91	27.2	501			
6 SAND MIXTURES - SILTY SAND	54	0.65	2.09	34	1.05	35	28	46.6			
4 SILT MIXTURES - CLAYEY SILT TO BILTY CLAY		2.21	2.56	10	1.074	24	25.5	462			
A CLAYS - SILTY CLAY TO CLAY	9.2	672	225	7.	3.1		000	0.0	0.74	19	
# CLAYS - SILTY CLAY TO GLAY	14.7	5.01	2.99	10.	1.126				1.59	- 4	
I CLAYS - SILTY CLAY TO CLAY	11	5.42	3 11	8-1	1.152	10.00		147	0.02	0	
		4.09	284	12	1.179	12	24.8	618	-1	10.1	
											-
5 SAND MIXTURES - CLAYEY SAND	125.5	1.05	2.55				25.4	586	-		
				in	situ gr	oup					
			GSE								
	H CLAYS - SILTY CLAY TO CLAY CLAYS - SILTY CLAY TO CLAY SILT MUTURES - CLAYEY SILT TO SILTY CLAY SAND MIXTURES - CLAYEY SAND	# CLAYS SULTYCLAY TO GÍAY 14.7 CLAYS SULTYCLAY TO GÍAY 19.4 SALT MAÑTURES CLAYEY SULT TO SULTYCLAY 19.5 SAMO MIXTURES CLAYEY SAND 25.1 SAMO MIXTURES CLAYEY SAND 15.8	# CLAYS - SULTY CLAY TO CLAY 14.7 5.0.2 **CLAYS - SULTY CLAY TO CLAY 11 5.6.2 4 SIZT MRT URGES - CLAYEY SULT TO SULTY CLAY 11.9 4.99 5 SAMO MIXTURES - CLAYEY SAMD 25.1 1.35 5 SAMO MIXTURES - CLAYEY SAMD 15.8 1.35	# CLAVS - SUTY CLAV TO CLAV 14.7 501 2 99 2 CLAVS - SUTY CLAV TO CLAV 11 5.2 341 4 SILT MOTURES - CLAVEY SUIT TO SUTY CLAV 19 9 409 2 84 5 SAND MIXTURES - CLAVEY SAND 25 1 129 2.45 5 SAND MIXTURES - CLAVEY SAND 25 1 129 2.55 suited Circonditional Depth [Feet] 5 GSE Alachau Sounding	# CLAVS - SULTY CLAV TO CLAV 14.7 5.01 2.49 10. 2 CLAVS - SULTY CLAV TO CLAV 11 5.42 3.11 # 4 SILT MOTURES - CLAVEY SULT TO SETY CLAY 19.9 4.09 2.84 12 5 SAND MOTURES - CLAVEY SAND 25.1 1.59 2.45 12 5 SAND MOTURES - CLAVEY SAND 45.8 1.55 2.59 11 MILED Connections Depth (Feet) 5 GSE Alachus County C Sounding: OPT	# CLAYS - SULTY CLAY TO CLAY 14.7 501 2.99 10 1.129 2 CLAYS - SULTY CLAY TO CLAY 11 5.42 3.11 8 1.152 4 SILT MOTURES - CLAYEY SULT TO SELTY CLAY 18.9 4.09 2.84 12 1.179 5 SAND MOTURES - CLAYEY SAND 25 1 1.29 2.45 12 1.294 5 SAND MOTURES - CLAYEY SAND 45 1.35 2.45 12 1.294 2.55 11 1.229 ***INSTITUTE** GSE Alachua County Courthouse Sounding: CPT-6	# CLAYS -SUTY CLAY TO CLAY 14.7 501 299 10 1.185 2 CLAYS -SUTY CLAY TO CLAY 11 5.42 3.11 8 1.152 4 SLT MIXTURES - CLAYEY SLIT TO SETY CLAY 19.9 4.98 2.94 12 1.179 13 5 SAND MIXTURES - CLAYEY SAND 25.1 1.28 2.45 12 1.204 36 6 SAND MIXTURES - CLAYEY SAND 25.1 12.5 2.55 11 1.220 2.7 Insitu group GSE Alachua County Courthouse Sounding: CPT-6	# CLAYS -SUTY CLAY TO CLAY 14.7 5-01 2-99 10 1-15%	# CLAYS -SUTY CLAY TO CLAY 14.7 5.91 2.99 19 1.158	# CLANS -SUTY CLAY TO CLAY 14.7 501 2.99 10 1.126	## CLANS -SUTY CLAN' TO CLAN

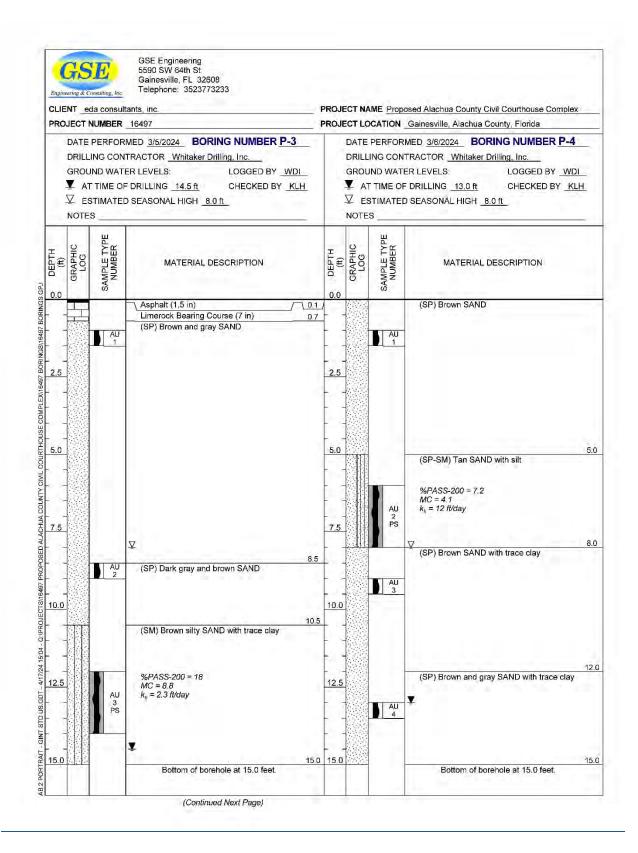
EV 04-70 00 -	-0	NORMAL	IZED	SOIL B	EHA	/IOR	TABLE -	SOUND	ING CP	T-6			
	Depth	Normalized Soil Behavior	Nqt	NFriction Ratio Fr	lc	CPT N60	Vertical Effective Stress	Relative Density	Friction Angle	Youngs Modulus	Su	OCR	Ko
_	(Feet)	Туре	(#)	(%)	(#)	(#)	(TSF)	(%)	(Degrees)	(TSF)	(TSF)	(#)	(#)
	41	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY		2.02	2.64	10.	1.255	2.5	79	510	-1		
199	42	1 CLAYS SILTY CLAY TO GLAY	17.2	642	3.15	10.	1.281		**		100	10	
	45	5 SAND MIXTURES - CLAYEV-SAND 5 SAND MIXTURES - CLAYEV-SAND	41.5	2:A1 2:72	2.56	16	1.338	24	28 4	990			
	45	5 SAND MILITURES - CLAYEY SAND	45.5	9.25	2 16	100	1 368	90	28	870			
	- 20	5 SANDMIXTURES CLAYEY SAND	38.3	2.73	2.79	27	Ye	59	2919	TDV2			
	47.	B SAND MIXTURES - CLAYEY SAND	47.2	4.51	2.59	-27	1.450	56	28 8	1252	10		
	48	4 SILT MULTURES - CLAYEY SILT TO SILTY CLAY		5.97	2.71	15	1.405	20	.00	1240			8.0
	44	4 SILT MIXTURES - CLAYEY SILT TO SILTY GLAY		1.65	5.61	29	1 407	85	29	1291	H-		
	50	4 SILT MIXTURES - CLAYEY SILT TO SILTY CLAY 7 SAND	97.5	416	210	DE.	1.53	00	27.2	1202			
	51 52	7 SAND	1925	1.66	2.05	44	1.569	67	85 /	1514			
		END OF SOUNDING	137						9.0	1000			
					GSE Alachua Soundin	7,00	situ gr	oup					

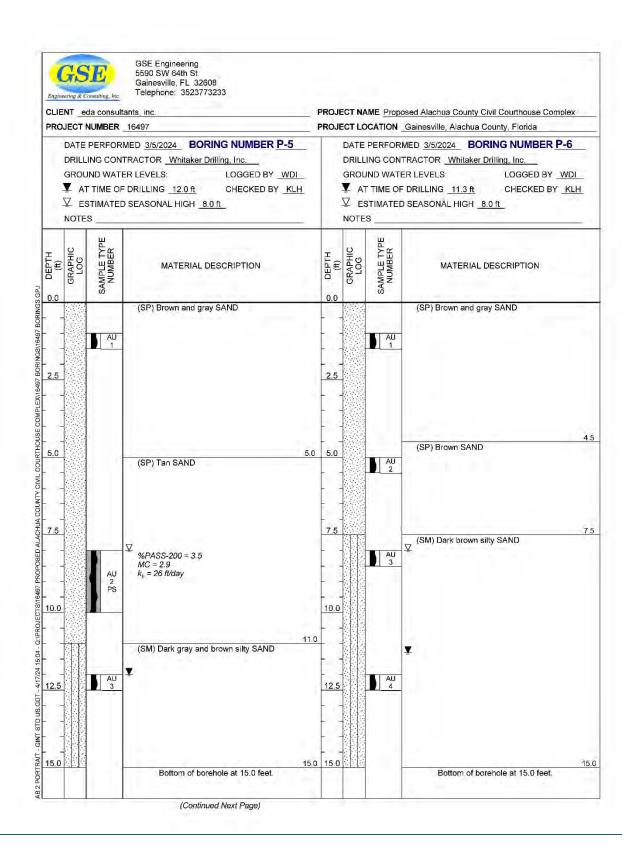


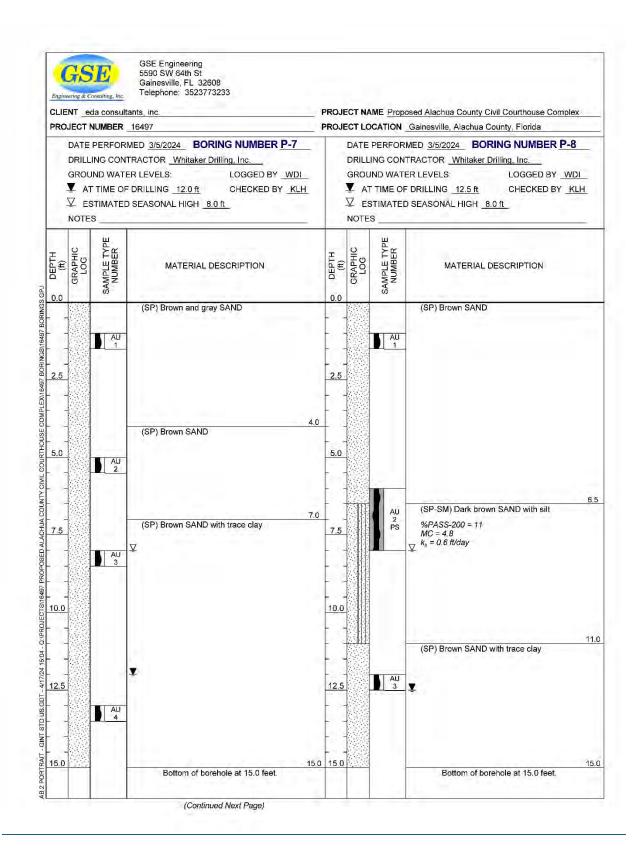
May 20, 2024

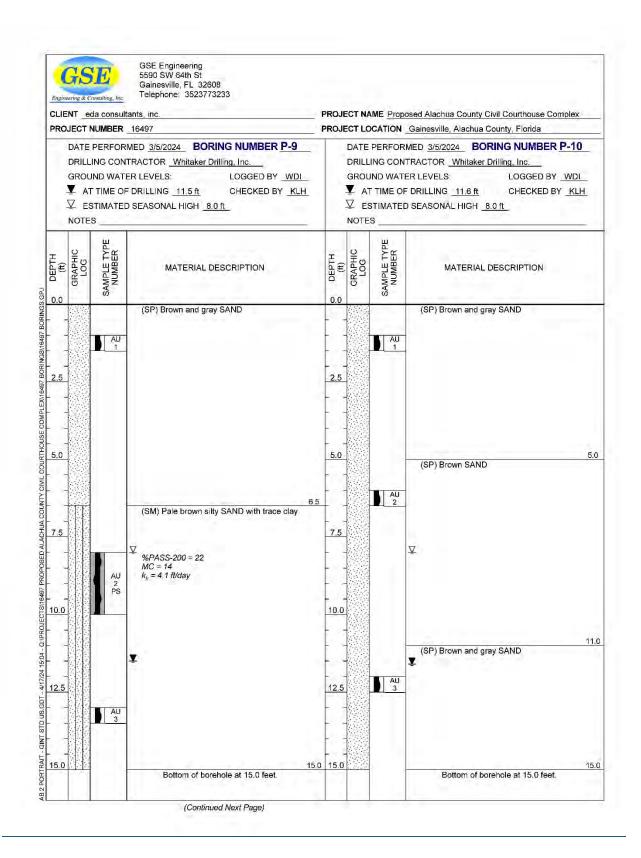
5.3 Auger Boring Logs

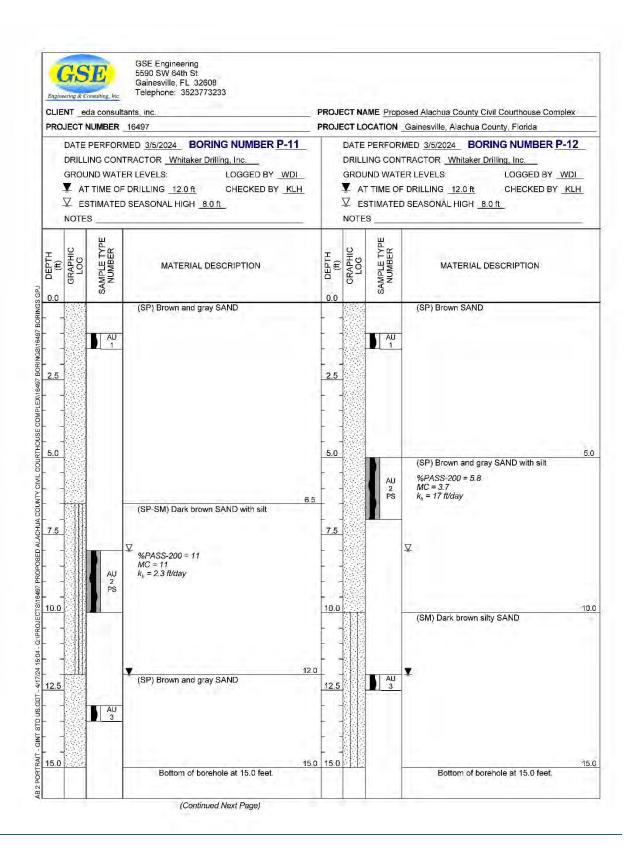


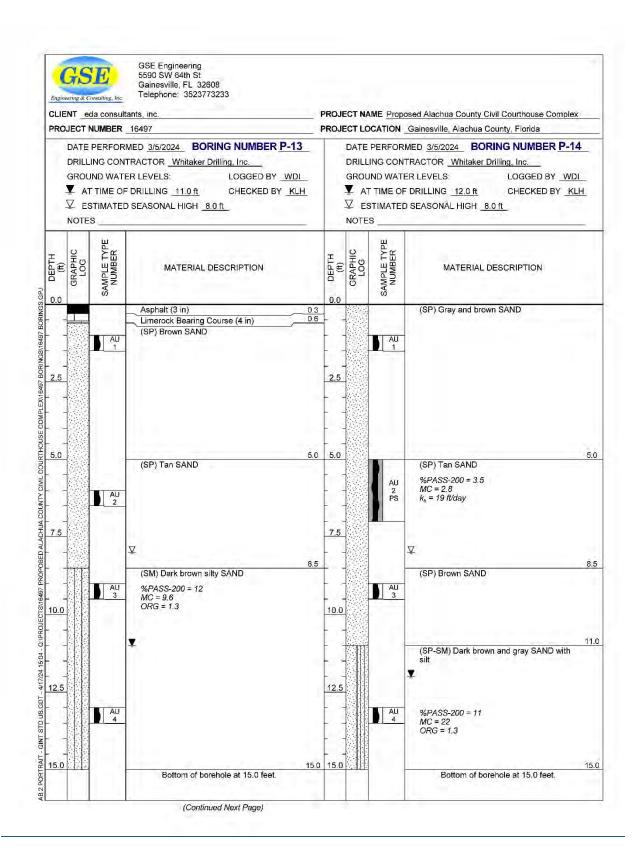


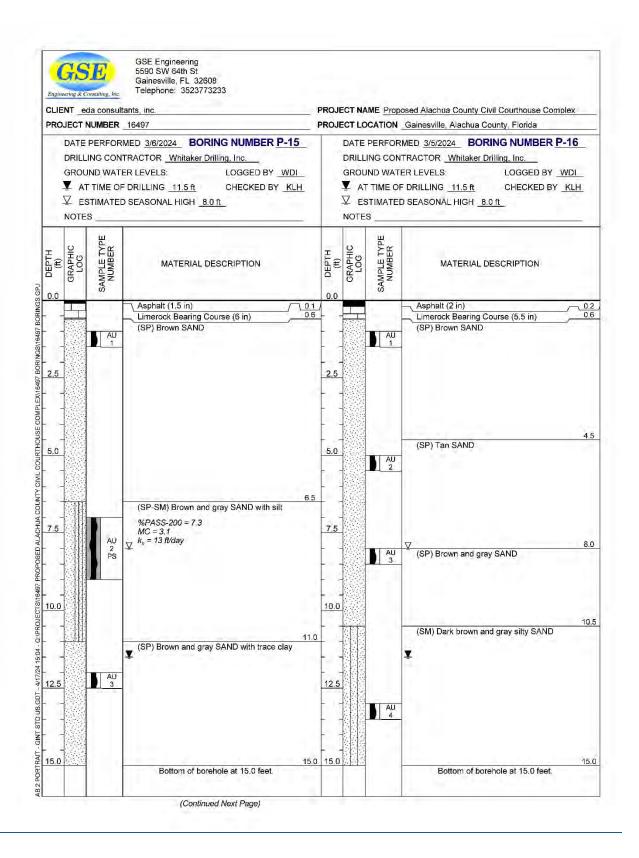


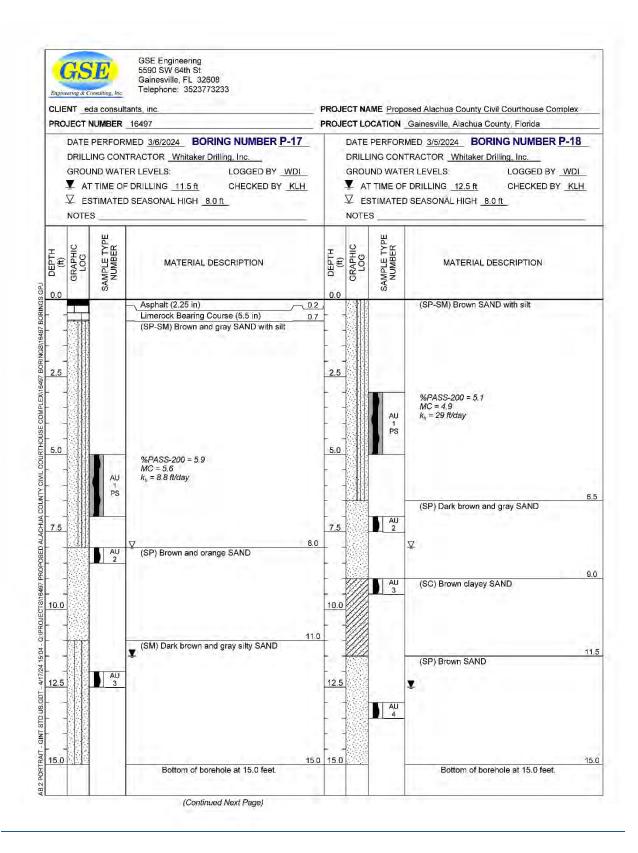


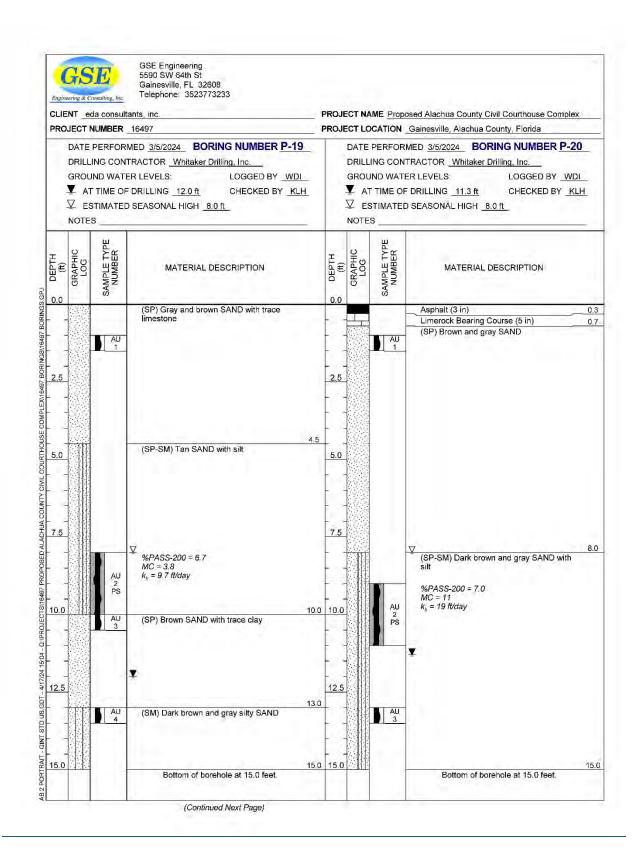


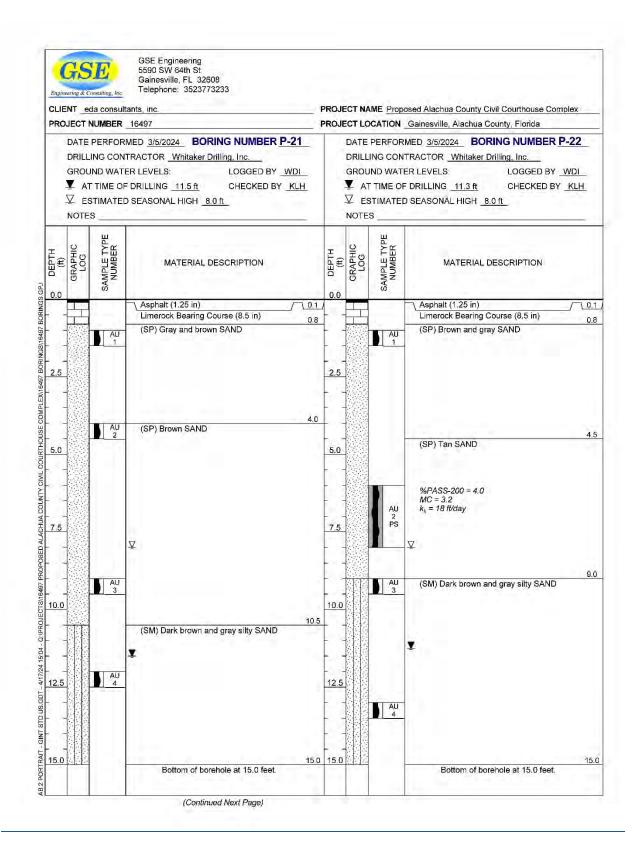


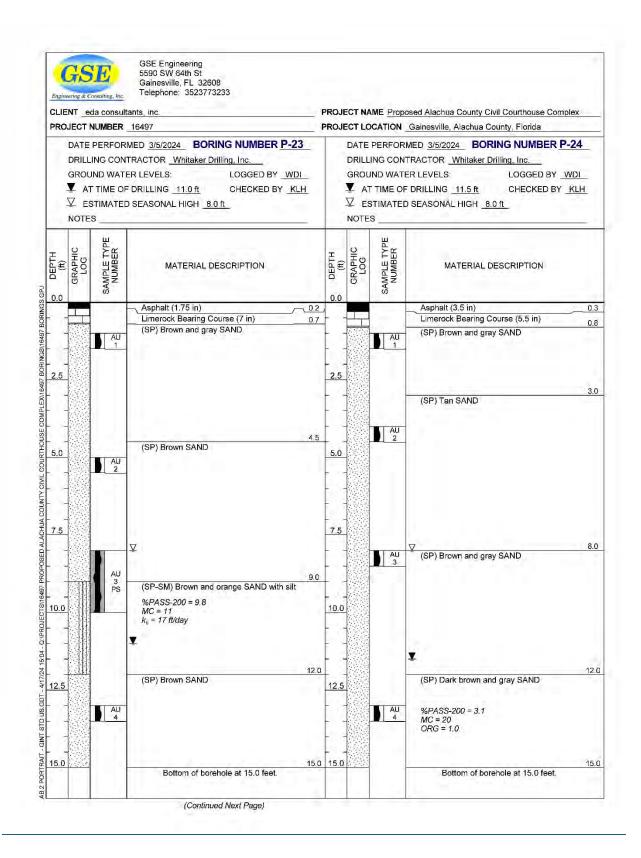


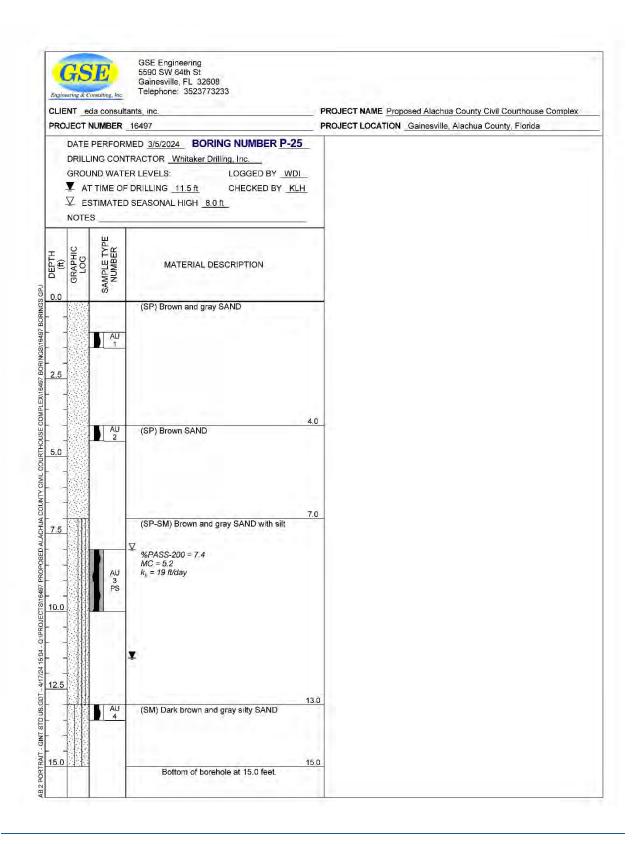












May 20, 2024

5.4 Laboratory Results



SUMMARY REPORT OF LABORATORY TEST RESULTS

Project Number: 16497

Project Name: Proposed Alachua County Civil Courthouse Complex

Boring Number	Depth (ft)	Soil Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Percent Passing No. 200 Sieve	Organic Content (%)	Hydraulic Conductivity (ft/day)	Unified Soil Classification
B-2	23.5-25	Firm gray, green, and orange CLAY	44	105	31	74	87	7- 41		CH
B-10	7-8.5	Loose to medium dense brown, gray, and orange clayey SAND	16				28		11	SC
B-15	33.5-35	Very loose to medium dense gray and green clayey SAND with trace clay and phosphate	51	42	17	25	28			SC
P-1	8-10	Brown silty SAND with trace clay	11				26		0.9	SM
P-1	13.5-14	Dark brown and gray silty SAND	12				12		17	SM
P-3	12-14	Brown silty SAND with trace clay	8.8				18	1.11	2.3	SM
P-4	6-8	Tan SAND with silt	4.1				7.2		12	SP-SM
P-5	8-10	Tan SAND	2.9				3.5		26	SP
P-8	6-8	Dark brown SAND with silt	4.8	ΙΞL			11		0.6	SP-SM
P-9	8-10	Pale brown silty SAND with trace clay	14	1		je ei	22		4.1	SM
P-11	8-10	Dark brown SAND with silt	11	1 = 1			11	11	2.3	SP-SM
P-12	5-7	Brown and gray SAND with silt	3.7				5.8		17	SP-SM



SUMMARY REPORT OF LABORATORY TEST RESULTS

Project Number: 16497

Project Name: Proposed Alachua County Civil Courthouse Complex

Boring Number	Depth (ft)	Soil Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Percent Passing No. 200 Sieve	Organic Content (%)	Hydraulic Conductivity (ft/day)	Unified Soil Classification
P-13	9-9.5	Dark brown silty SAND	9.6	. 70			12	1.3		SM
P-14	5-7	Tan SAND	2.8				3,5		19	SP
P-14	13-13.5	Dark brown and gray SAND with silt	22				11	1.3		SP-SM
P-15	7-9	Brown and gray SAND with silt	3.1				7.3		13	SP-SM
P-17	5-7	Brown and gray SAND with silt	5.6				5.9		8.8	SP-SM
P-18	3-5	Brown SAND with silt	4.9				5.1		29	SP-SM
P-19	8-10	Tan SAND with silt	3.8				6.7		9.7	SP-SM
P-20	9-11	Dark brown and gray SAND with silt	11				7.0		19	SP-SM
P-22	6-8	Tan SAND	3.2				4.0	10.01	18	5P
P-23	8-10	Brown and orange SAND with silt	11				9.8	1.31	17	SP-SM
P-24	13-13.5	Dark brown and gray SAND	20				3.1	1.0	14	SP
P-25	8-10	Brown and gray SAND with silt	5.2				7.4		19	SP-SM

May 20, 2024

5.5 Key to Soil Classification

KEY TO SOIL CLASSIFICATION CHART

Citera for	Assigning Group Symbol	e and Group Namae He	eing Laboratory Tacte	SYM	BOLS	GROUP NAME
	Assigning Group Symbol	s and Group Names Os	sing Laboratory Tests	GRAPHIC	LETTER	GROOF NAME
COARSE-GRAINED SOILS	Gravels	Clean Gravels	$Cu \geq 4 \text{ and } 1 \leq Cc \leq 3$		GW	Well graded GRAVEL
More than 50% retained	More than 50% of coarse	Less than 5% fines	Cu < 4 and/or 1 > Cc > 3	20.20	GP	Poorly graded GRAVEL
on No. 200 sieve	fraction retained on No. 4 sieve	Gravels with fines	Fines classify as ML or MH		GM	Silty GRAVEL
		More than 12% fines	Fines classify as CL or CH		GC	Clayey GRAVEL
	Sands	Clean Sands	$Cu \geq 6 \text{ and } 1 \leq Cc \leq 3$		SW	Well graded SAND
	50% or more of coarse	Less than 5% fines	Cu < 6 and/or 1 > Cc > 3	2000,000,000,000,000 (prediction of the con-	SP	Poorly graded SAND
	fraction passes No. 4 sieve	Sand with fines	Fines classify as ML or MH	5 es (5 es (5 c)	SP-SM	SAND with silt
		$5\% \leq fines < 12\%$	Fines classify as CL or CH	100 A CO	SP-SC	SAND with clay
		Sand with fines	Fines classify as ML or MH	100	SM	Silty SAND
		$12\% \leq fines < 30\%$	Fines classify as CL or CH		SC	Clayey SAND
		Sand with fines	Fines classify as ML or MH	100	SM	Very silty SAND
		30% fines or more	Fines classify as CL or CH		SC	Very clayey SAND
FINE-GRAINED SOILS	Clays	inorganic	50% ≤ fines < 70%		CL/CH	Sandy CLAY
50% or more passes the			70% ≤ fines < 85%		CL/CH	CLAY with sand
No. 200 sieve			fines ≥ 85%		CL/CH	CLAY
	Silts and Clays	inorganic	PI > 7 and plots on/above "A" line		CL	Lean CLAY
	Liquid Limit less than 50		PI < 4 or plots below "A" line		ML	SILT
		organic	Liquid Limit - oven dried	0.75	OT	Organic clay
			Liquid Limit - not dried	0.75	OL	Organic silt
	Silts and Clays	inorganic	PI plots on or above "A" line		СН	Fat CLAY
	Liquid Limit 50 or more		PI plots below "A" line	<u> </u>	MH	Elastic SILT
		organic	Liquid Limit - oven dried		OVV	Organic clay
			Liquid Limit - not dried	0.75	ОН	Organic silt
HIGHLY ORGANIC SOILS	Primaril	y organic matter, dark in	color, and organic odor		PT	PEAT
No. OF BL		ATIVE DENSITY		No. OF BLOW		
0 5 - 1		Very Loose	SILTS	0 - 2 3 - 4		Very Soft Soft
SANDS: 11 - 3		Loose Medium dense	SIL15 &	5 - 8		Firm
31 - 3		Dense	CLAYS:	9 - 15		Stiff
OVER		Very Dense	CLATS.	16 - 30	,	Very Stiff
O I E		very Bense		31 - 50		Hard
No. OF BLO	OWS, N RELA	ATIVE DENSITY		OVER 50	,	Very Hard
0 - 8	3	Very Soft				,
9 - 1	8	Soft	SAMPLE	GRAPHIC T	YPE LEGI	END
LIMESTONE: 19 - :	32	Moderately Hard	Location			Location
LIMESTONE: 19-	-0	Hard	Location	1		ALL
33 - 3	00		V SPT of SPT			of Anger
DICIDOTOL CO		Very Hard	A 1			1 of Auger
33 - OVER	50		SPT of SPT Sample			of Auger Sample
33 - OVER			1 Sample			1 Sample
33 - OVER	50	<u>ON</u>	1 Sample	RATORY TES		1 Sample
33 - OVER PARTICLE S	50 SIZE IDENTIFICATE	ON 00 mm	1 Sample	RATORY TES		1 Sample
33 - OVER PARTICLE S BOULDERS:	SIZE IDENTIFICATION Greater than 30 75 mm to 300	ON 00 mm	1 Sample	RATORY TES	T LEGEN	Sample
33 - OVER PARTICLE S BOULDERS: COBBLES:	Greater than 30 19.0 mm to 75	ON 00 mm 0 mm 5 mm	Sample LABOI LL =	RATORY TES	T LEGEN	Sample D , %
33 - OVER PARTICLE S BOULDERS: COBBLES: GRAVEL: Coarse	Greater than 30 75 mm to 300 19.0 mm to 75 4.75 mm to 19	ON 00 mm 0 mm 5 mm 0 mm	LABOI LABOI LABOI LABOI	RATORY TES L Pi Pla	T LEGEN iquid Limit lastic Limit sticity Inde	Sample D , %
33 - OVER PARTICLE S BOULDERS: COBBLES: GRAVEL: Coarse Fine	Greater than 30 75 mm to 300 19.0 mm to 7: 4.75 mm to 19 2.00 mm to 4.3	00 mm 0 mm 5 mm 0 mm 55 mm	LL = PL = PI =	RATORY TES L P Pla Pla Percent Pa	T LEGEN iquid Limit lastic Limit sticity Inde	Sample D , % , % , % o. 200 Sieve
BOULDERS: COBBLES: GRAVEL: Coarse Fine SANDS: Coarse	Greater than 30 75 mm to 300 19.0 mm to 7: 4.75 mm to 19 2.00 mm to 4.7 0.425 mm to 2.	ON 00 mm 0 mm 5 mm 0 mm 15 mm 00 mm	LL = PL = PI = % PASS - 200 =	RATORY TES L P Pla Percent Pa Moi	T LEGEN iquid Limit astic Limit sticity Inde	Sample D , % , % , % o. 200 Sieve ent, %
BOULDERS: COBBLES: GRAVEL: Coarse Fine SANDS: Coarse Medium	Greater than 30 75 mm to 300 19.0 mm to 75 4.75 mm to 19 2.00 mm to 4.75 0.425 mm to 2.	00 mm 0 mm 5 mm 0 mm 5 mm 00 mm 925 mm	LL = PL = PI = % PASS - 200 = MC =	RATORY TES L Pi Pla Percent Pa Moi Org	T LEGEN iquid Limit lastic Limit sticity Inde ssing the N sture Conte	Sample D , % , % , % o. 200 Sieve ent, %

May 20, 2024

Summary Report of a Geotechnical Site Exploration Proposed Alachua County Civil Courthouse Complex Gainesville, Alachua County, Florida GSE Project No. 16497

6.0 LIMITATIONS

6.1 Warranty

This report has been prepared for our client for their exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

6.2 SPT, CPT, and Auger Borings

The determination of soil type and conditions was performed from the ground surface to the maximum depth of the borings, only. Any changes in subsurface conditions that occur between or below the borings would not have been detected or reflected in this report.

Soil classifications that were made in the field are based upon identifiable textural changes, color changes, changes in composition or changes in resistance to penetration in the intervals from which the samples were collected. Abrupt changes in soil type, as reflected in boring logs and/or cross sections may not actually occur, but instead, be transitional.

Depth to the water table is based upon observations made during the performance of the auger and SPT borings; and the CPT soundings. This depth is an estimate and does not reflect the annual variations that would be expected in this area due to fluctuations in rainfall and rates of evapotranspiration.

6.3 Site Figures

The measurements used for the preparation of the figures in this report were made using the provided site plan and by estimating distances from existing structures and site features. Figures in this report were not prepared by a licensed land surveyor and should not be interpreted as such.

6.4 Unanticipated Soil Conditions

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on Figure 2. This report does not reflect any variations that may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

6.5 Misinterpretation of Soil Engineering Report

GSE Engineering & Consulting, Inc. is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If others make the conclusions or recommendations based upon the data presented, those conclusions or recommendations are not the responsibility of GSE.

May 20, 2024

FIGURES



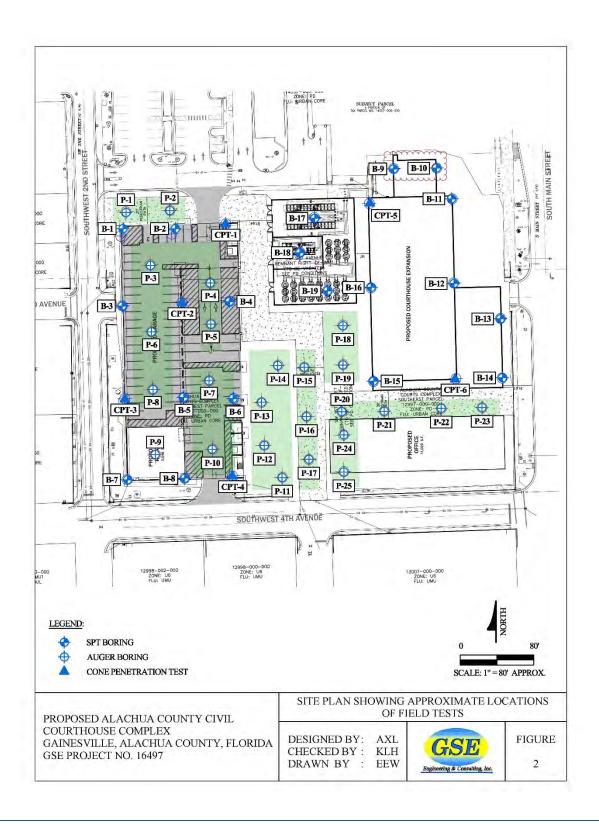


Exhibit I: Not Used

Exhibit J: Schedule of Values



Alachua County Courthouse PG

Contract Schedule of Values

Finfrock Project 23-2002 08/26/2024

Filliotk Project 25-2002 00/20/2024	TOTAL
Description	
DIVISION 1 - GENERAL REQUIREMENTS	\$619,689
DIVISION 2 - EXISTING CONDITIONS	\$0
DIVISION 3 - CONCRETE	\$6,447,437
DIVISION 4 - MASONRY	\$131,284
DIVISION 5 - METALS	\$201,780
DIVISION 6 - WOOD & PLASTICS	\$1,600
DIVISION 7 - THERMAL & MOISTURE PROTECTION	\$339,388
DIVISION 8 - DOORS & WINDOWS	\$217,960
DIVISION 9 - FINISHES	\$194,653
DIVISION 10 - SPECIALTIES	\$82,161
DIVISION 11 - EQUIPMENT	\$217,830
DIVISION 12 - FURNISHINGS	\$6,000
DIVISION 13 - SPECIAL CONSTRUCTION	\$0
DIVISION 14 - CONVEYING SYSTEMS	\$171,000
DIVISION 21 - FIRE PREVENTION	\$434,484
DIVISION 22 - PLUMBING	\$188,137
DIVISION 23 - HVAC	\$186,524
DIVISION 26- ELECTRICAL	\$723,468
DIVISION 27 - COMMUNICATIONS	\$3,750
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	\$73,322
DIVISION 31 - EARTHWORK	\$71,403
DIVISION 32- SURFACE IMPROVEMENTS	\$0
DIVISION 33 - UTILITIES	\$0
SUBTOTAL	\$10,311,870
DESIGN FEES	\$389,747
BOND	\$32,967
GENERAL CONTRACTOR'S FEE	\$442,416
DESIGN BUILD TOTAL	\$11,177,000

1 of 1 8/26/2024

Exhibit K: Logistics Plan

ALACHUA COUNTY COURTHOUSE PG. SITE LOGISTICS PLAN

Sheet List Table	
Sheet Number	Sheet Title
SL-2	ERECTION ZONE CHART
SL-3	SITE LOGISTICS MAIN OVERVIEW
SL-4	ZONE 2
SL-5	ZONE 5
SL-6	ZONE 6
SL-7	ZONE 8
SL-8	ZONE 12
SL-9	CRANE DISMANTLE

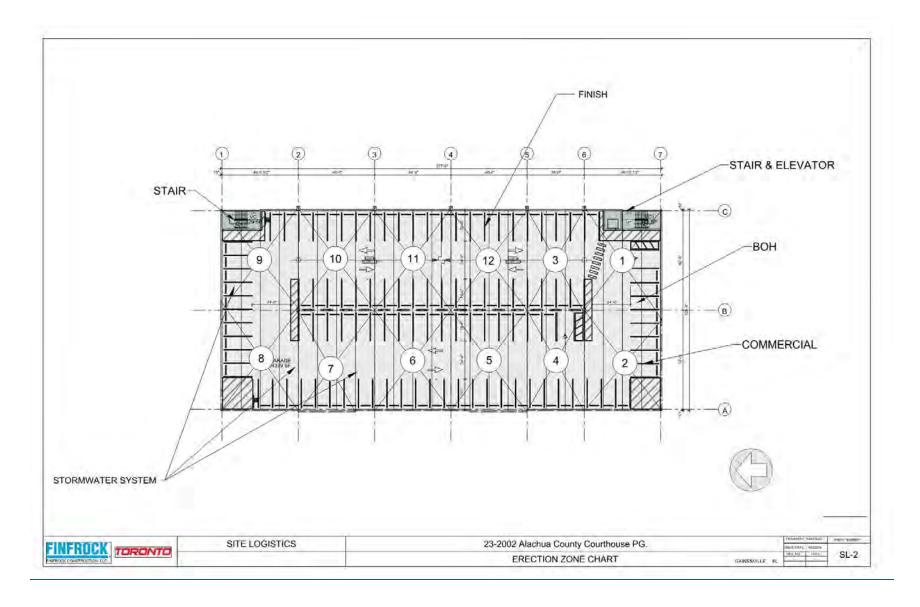
FINFROCK
SITE LOGISTICS
23-2002 Alachua County Courthouse PG.

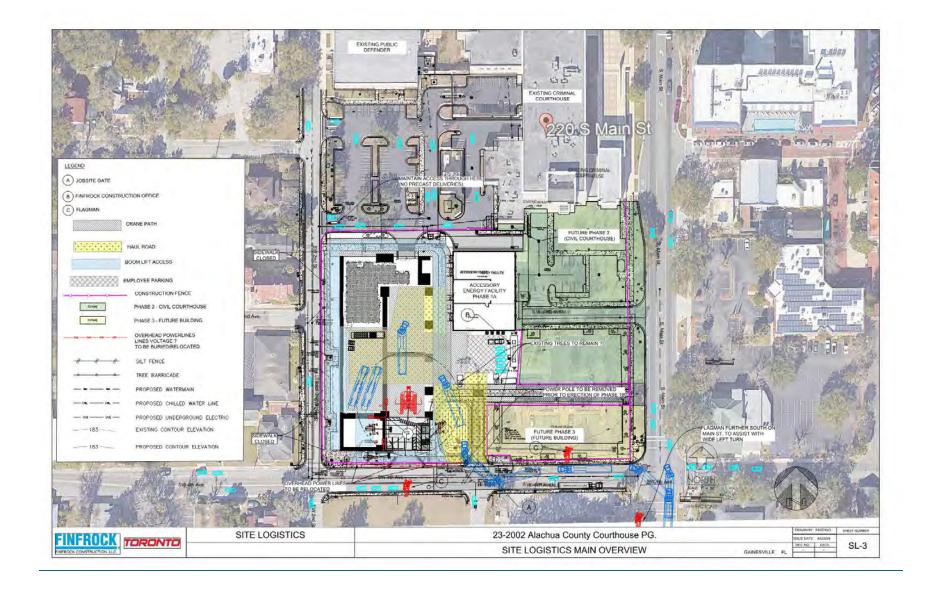
COVER SHEET

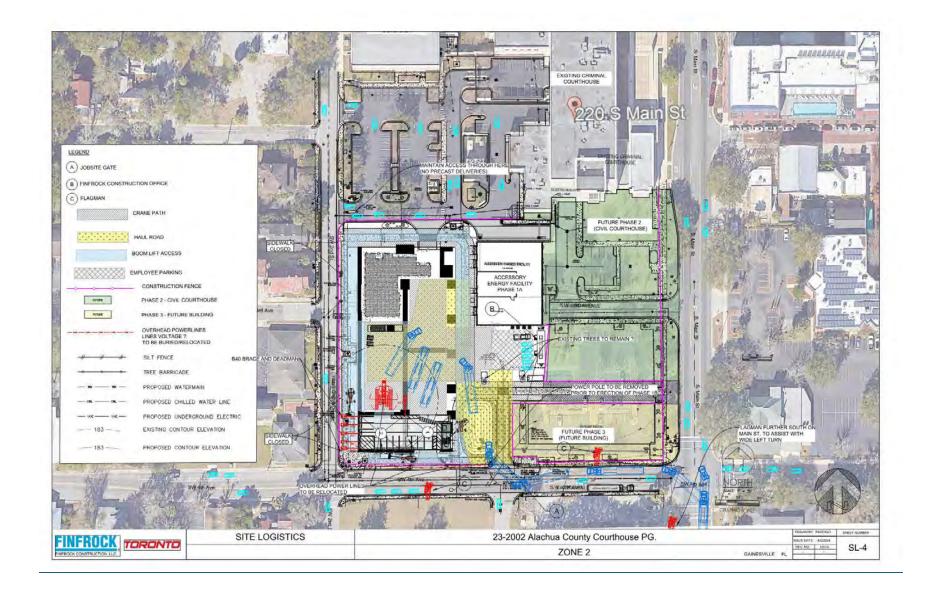
GAMESHULF FL

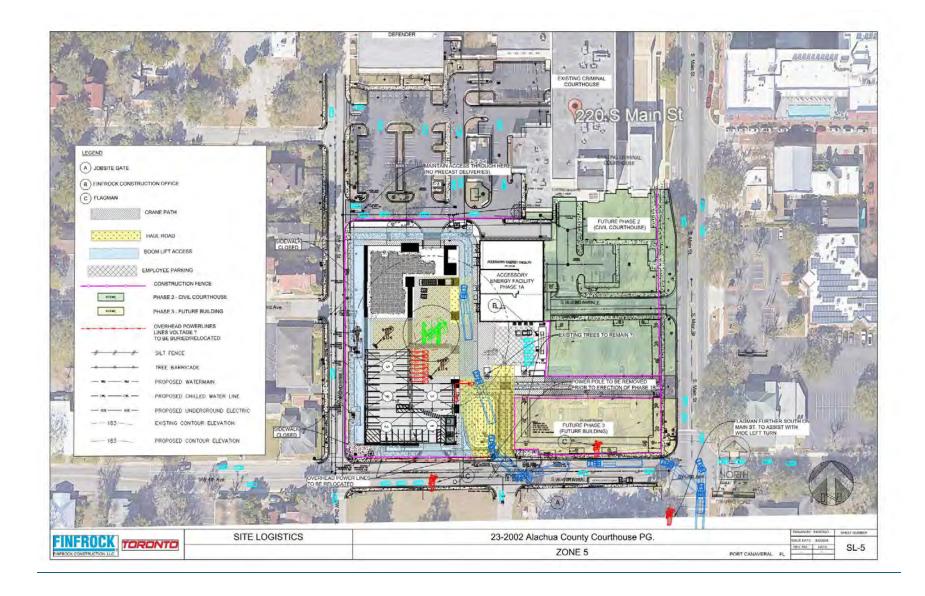
GAMESHULF FL

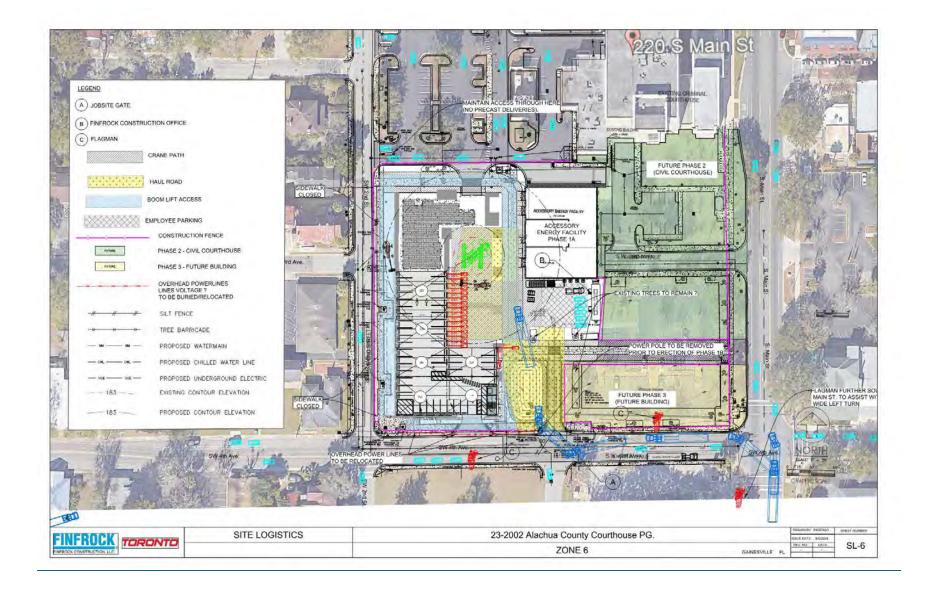
SL-1

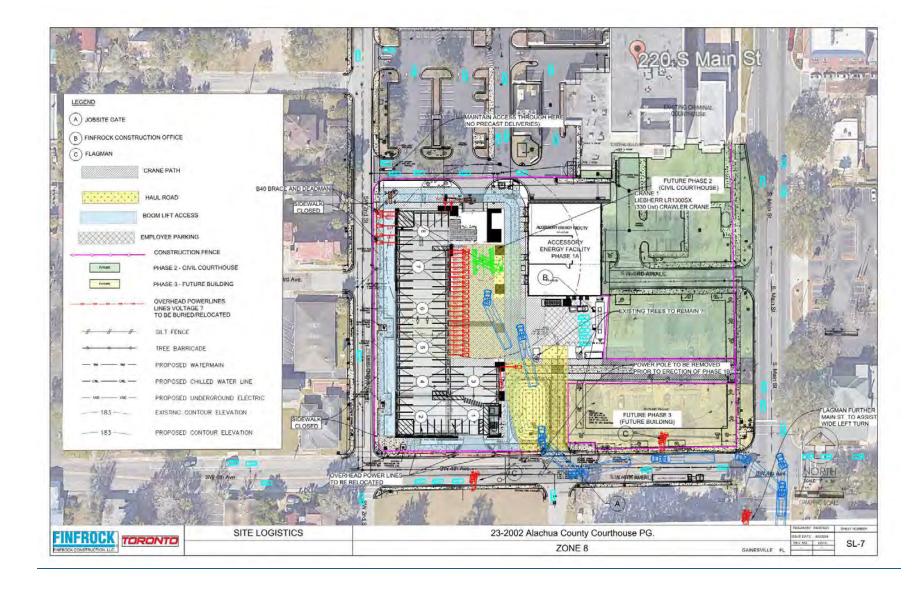


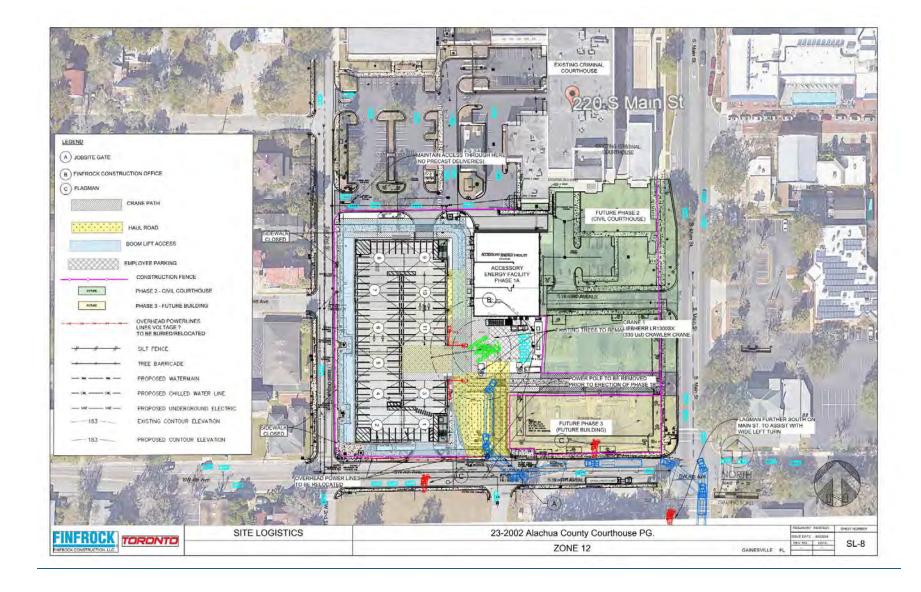












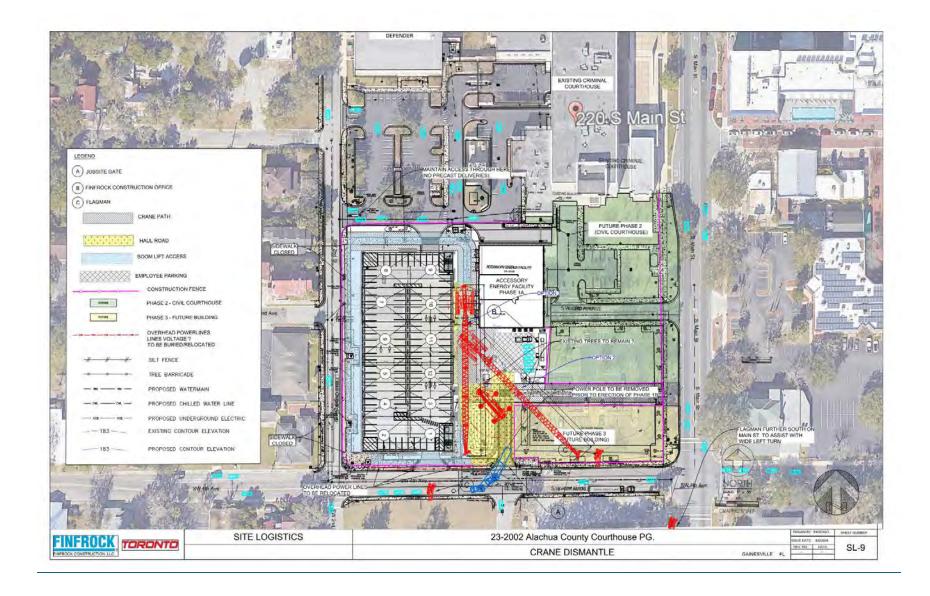


Exhibit L: Design-Builder's Final Payment Affidavit Form

STATE OF FLORIDA
COUNTY OF
Before me, the undersigned authority, personally appeared, who
after being duly sworn, deposes and says: (1) He or she is the (title) , o
(1) He or she is the (title), o, which does business in the State of Florida, hereinafter referred to as the
"Design-Builder."
(2) Design-Builder, pursuant to that certain General Construction Agreement No
("Agreement") with Alachua County, a charter county and political subdivision of the State
of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials
and services for Bid or RFP No
Agreement. (2) This offidevit is executed by the Design Builder in accordance with \$712.06 of the
(3) This affidavit is executed by the Design-Builder in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of
Florida statutes for the purposes of obtaining final payment from the Owner in the amount of \$
(3) Design-Builder certifies, represents and warrants that it has paid all persons defined in
§713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received
by Design-Builder from the Owner and has not withheld any such amounts. (4) Design-Builder certifies, represents and warrants that all Work to be performed
under the Agreement has been fully completed, and all Claimants have been paid in full.
(5) In accordance with the Contract Documents and in consideration o paid, Design-Builder releases and waives for itself and all Claimants, including
1 , 0
their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in
tort, against Owner relating in any way to the performance of the Agreement.(6) Design-Builder
certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, tha
all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be successfully satisfied and print has filed been fully satisfied and
or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and
paid. (7) Design Duilden agrees to indomnify defend and save homology Orymon from al
(7) Design-Builder agrees to indemnify, defend and save harmless Owner from al
demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the
performance by Design-Builder of the Work covered by the Agreement.
Design-Builder:
By:
Its:
Date:
Witnesses
[Corporate Seal]

Exhibit M: Waiver of Right Against Payment Bond Form

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: Alachua County, a charter county and	political subdivision of the State of Florida
DESIGN-BUILDER:	
PROJECT : General Construction Agreement No services for Bid or RFP No Alachua Cou	("Agreement") for labor, materials, and
The undersigned Claimant, for itself and its success payment made in the amount of \$, hereby waives and releases its right to leases and discharges the Owner and Design-Builder es, actions, and causes of action, direct or indirect, in hished through (insert La County, a charter county and political subdivision
DATED ON	
Claimant:	
By:(Name) Title:(Print Title)	
STATE OF	
Sworn to (or affirmed) and subscribed before me by m notarization, this day of, 20_	
	Signature of Notary Public
	Printed Name of Notary Public
Personally Known OR Produced Identification Type of Identification Produced:	

Exhibit N: Payment Bond Form

DESIGN-BUILDER (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Design-Builder, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the Owner, in the amount identified above, for the payment whereof Design-Builder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Design-Builder has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Design-Builder promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Design-Builder in the performance of the Agreement; then DESIGN-BUILDER'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed, sealed and delivered in the presence of:	DESIGN-BUILDER (PRINCIPAL)
Witnesses as to Design-Builder Name:	By:
Title: STATE OF COUNTY OF Sworn to (or affirmed) and subscribed before me by me	
notarization, this day of, 20	Signature of Notary Public
	Printed Name of Notary Public
Personally Known OR Produced Identification Type of Identification Produced:	
SURETY SIGNATURE:	
PRINTED NAME AND TITLE: ATTORNEY IN EAC	SEAL

Exhibit O: Performance Bond Form

DESIGN-BUILDER (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Design-Builder, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the Owner, in the amount identified above, for the payment whereof Design-Builder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Design-Builder has by written Agreement entered into an Agreement, identified above, with Owner, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Design-Builder:

- 1. performs the Agreement between Design-Builder and Owner, at the times and in the manner prescribed in the Agreement; and
- 2. pays Owner all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that Owner sustains as a result of default by Design-Builder under the Agreement; and
- 3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Design-Builder shall be, and is declared by Owner to be, in default under the Agreement, and Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1. complete the Agreement in accordance with its terms and conditions; or
- 2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such

Bidder and Owner, and make available as Work progresses sufficient funds, paid to Owner, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than Owner named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed thisday of	, 20
Signed, sealed and delivered in the presenc	DESIGN-BUILDER (PRINCIPAL) e of:
	Title:
	re me by means of □ physical presence or □ online , 20, by
	Signature of Notary Public
	Printed Name of Notary Public
Personally Known OR Produced Identi Type of Identification Produced:	
SURETY SIGNATURE:	
PRINTED NAME AND TITLE:	SEAL

Exhibit P: Design-Build Notice to Proceed

NTP No.:	Agreement No.: <u>13979</u>
Invoice/Billing Reference No.:	<u> </u>
Project Description: Alachua County Judicial Justice Center Parkin	ng Structure
Owner: Alachua County, a Charter County and political subdivision of t	the State of Florida
Date Issued:	
Owner Project Manager:	
Design-Builder: Finfrock Construction LLC	
Design-Builder's Address: 2400 Apopka Boulevard, Apopka, FL 32703	
Architect/Engineer:	
This Notice to Proceed (NTP) is issued in accordance with the terms of th No, dated between the Owner and the Design-Buthis NTP by Owner shall serve as authorization for the Design-Builder project as set forth in that certain the Agreement, including its exhi specifications, conditions and requirements stated in the following listed dand made a part hereof.	uilder ("Agreement"). Execution of to perform the Work for the above bits, and further delineated in the
ATTACHMENTS: [] DRAWINGS/PLANS/SPECIFICATIONS [] SCOPE OF WORK [] SPECIAL CONDITIONS [] SCHEDULE OF VALUES [] The Design-Builder shall provide said services pursuant to this Nothe above-referenced Agreement, which is incorporated herein by referentirety. Whenever the Notice to Proceed conflicts with said Agreement,	ence as if it had been set out in its
TIME FOR COMPLETION: The Work authorized by this No upon the date written above or upon issuance of in accordance with the ab	otice to Proceed shall be commenced
	e payment to the Design-Builder in
It is expressly understood by the Design-Builder that this and Not Owner, does not authorize the performance of any services by the Designits execution of the Notice to Proceed, reserves the right to authorize a paperform the services called for under this document if it is determined that Owner.	Builder and that the Owner, prior to orty other than the Design-Builder to
IN WITNESS WHEREOF, the Parties hereto agree to this Not on this day of, 20	tice to Proceed and have executed it

DESIGN-BUILDER	ALACHUA COUNTY, FLORIDA
By:	By:
Date:	Alachua County
Title:	Date:
Print Name and Title	
ARCHITECT/ENGINEER (as applicable)	
By:	
Date:	
Title:	
Print Name and Title	

DocuSign

Certificate Of Completion

Envelope Id: 42FC800D7D544EA691F3FCACF3E14F4A

Subject: Complete with Docusign: AIA Agreement for Alachua County Courthouse Parking Garage

Source Envelope:

Document Pages: 249 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator: Michelle Guidry

mguidry@alachuacounty.us IP Address: 149.19.43.13

Record Tracking

Status: Original

9/17/2024 3:59:32 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Michelle Guidry

mguidry@alachuacounty.us

Pool: StateLocal

Pool: Alachua County Location: DocuSign

Signer Events

Daniel Helmick

dhelmick@finfrock.com

EVP

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 2

Initials: 0

Daniel Helmick

BDFAB8AB0163474...

Signature Adoption: Pre-selected Style Using IP Address: 75.112.12.187

Timestamp

Location: DocuSign

Sent: 9/17/2024 4:11:36 PM Resent: 9/19/2024 3:41:05 PM Viewed: 9/20/2024 4:26:43 PM Signed: 9/23/2024 3:23:26 PM

Electronic Record and Signature Disclosure:

Accepted: 9/17/2024 4:25:01 PM

ID: 95f60622-79c4-40f5-920d-cbd43ff9ba5b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

COPIED

COPIED

Carbon Copy Events

Bradley Davis

bdavis@finfrock.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Thomas (Jon) Rouse trouse@alachuacounty.us Contracts Supervisor

Alachua County Board of County Commissioners Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Timestamp

Sent: 9/23/2024 3:23:29 PM Viewed: 9/23/2024 3:24:17 PM

Sent: 9/23/2024 3:23:29 PM

Carbon Copy Events

Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barbara Fair bafair@alachuacounty.us Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:Not Offered via DocuSign

COPIEDSent: 9/23/2024 3:23:31 PM

Viewed: 9/23/2024 3:32:40 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/17/2024 4:11:36 PM
Envelope Updated	Security Checked	9/19/2024 3:40:57 PM
Envelope Updated	Security Checked	9/19/2024 3:40:57 PM
Certified Delivered	Security Checked	9/20/2024 4:26:43 PM
Signing Complete	Security Checked	9/23/2024 3:23:26 PM
Completed	Security Checked	9/23/2024 3:23:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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